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North Devon Council
Brynsworthy Environment Centre
Barnstaple
North Devon EX31 3NP

K. Miles
Chief Executive.

To: All Members of the Council
and Chief Officers

NOTE: PLEASE NOTE THAT PRAYERS WILL BE SAID AT 6.20 P.M. PRIOR TO THE COUNCIL MEETING FOR ANY MEMBER WHO WISHES TO ATTEND

EXTRAORDINARY COUNCIL MEETING

YOU ARE HEREBY SUMMONED to attend a Extraordinary meeting of **NORTH DEVON COUNCIL** to be held in the Crematorium Meeting Room - North Devon Crematorium on **TUESDAY, 5TH OCTOBER, 2021 at 6.30 pm.**

(NOTE: A location plan for the Brynsworthy Environment Centre is attached to the agenda front pages. From the 7 May 2021, the law requires all councils to hold formal meetings in person. The council is also ensuring that all venues used are Covid secure and that all appropriate measures are put in place. There are a limited number of spaces available for members of the public to attend. Please check the Council's website for the latest information regarding the arrangements that are in place and the requirement to book a place 2 working days prior to the meeting [Taking part in meetings \(northdevon.gov.uk\)](http://northdevon.gov.uk))

A handwritten signature in black ink, appearing to read 'K. Miles', is written over a light blue horizontal line.

Chief Executive

AGENDA

1. Apologies for absence
2. Business brought forward by or with the consent of the Chair
3. Declarations of Interest

(NB. Members only need to re-declare any interests previously declared at Committee and Sub-Committee meetings if the item is discussed at Council).

4. To agree the agenda between Part 'A' and Part 'B' (Confidential Restricted Information).

PART A

5. **Georgeham Neighbourhood Plan** (Pages 7 - 42)
Report by Senior Planning Policy Officer (attached).
6. **Formation of Planning Policy Joint Committee adopting alternative arrangements under Section 17 of the Local Government and Housing Act 1989** (Pages 43 - 72)
Joint report by Head of Place, Property and Regeneration and Solicitor (attached).
7. **Northern Devon Futures Update**
Chief Executive to report.

PART B (CONFIDENTIAL RESTRICTED INFORMATION)

Nil.

If you have any enquiries about this agenda, please contact Corporate and Community Services, telephone 01271 388253

27.09.21

GUIDANCE NOTES FOR RULES OF DEBATE AT MEETINGS OF COUNCIL

Part 4, Council Procedure Rules of the Constitution

The basics

At a meeting of Full Council, Members shall stand when speaking unless unable to do so and shall address the Chair.

While a Member is speaking, other Members shall remain seated unless rising for a point of order, a point of information or in personal explanation.

No speeches may be made after the mover had moved a proposal and explained the purpose of it until the motion has been seconded.

Unless notice of motion has already been given, the Chair may require it to be written down and handed to him before it is discussed.

When seconding a motion or amendment, a member may reserve their speech until later in the debate.

Speeches must be directed to the question under discussion or to be personal explanation or point of order.

A speech by the mover of a motion may not exceed 5 minutes without the consent of the Chair.

Speeches by other Members may not exceed 3 minutes without the consent of the Chair, unless when the Council's annual budget is under discussion, the leader of each political group on the Council may speak for up to 5 minutes or such longer period as the Chair shall allow.

The rules of Question Time

At a meeting of the Council, other than the Annual meeting, a Member of the Council may ask the Leader or the chair of a committee any question without notice upon an item of the report of a committee when that item is being received or under consideration by the Council.



North Devon Council protocol on recording/filming at Council meetings

The Council is committed to openness and transparency in its decision-making. Recording is permitted at Council meetings that are open to the public. The Council understands that some members of the public attending its meetings may not wish to be recorded. The Chairman of the meeting will make sure any request not to be recorded is respected.

The rules that the Council will apply are:

1. The recording must be overt (clearly visible to anyone at the meeting) and must not disrupt proceedings. The Council will put signs up at any meeting where we know recording is taking place.
2. The Chairman of the meeting has absolute discretion to stop or suspend recording if, in their opinion, continuing to do so would prejudice proceedings at the meeting or if the person recording is in breach of these rules.
3. We will ask for recording to stop if the meeting goes into 'part B' where the public is excluded for confidentiality reasons. In such a case, the person filming should leave the room ensuring all recording equipment is switched off.
4. Any member of the public has the right not to be recorded. We ensure that agendas for, and signage at, Council meetings make it clear that recording can take place – anyone not wishing to be recorded must advise the Chairman at the earliest opportunity.
5. The recording should not be edited in a way that could lead to misinterpretation or misrepresentation of the proceedings or in a way that ridicules or shows a lack of respect for those in the recording. The Council would expect any recording in breach of these rules to be removed from public view.

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For more information contact the Corporate and Community Services team on **01271 388253** or email **memberservices@northdevon.gov.uk** or the Communications Team on **01271 388278**, email **communications@northdevon.gov.uk**.



North Devon Council

Report Date: 5th October 2021

Topic: Georgeham Neighbourhood Plan

Report by: Senior Planning Policy Officer

1. INTRODUCTION

1.1. Georgeham Parish Council, as a Qualifying Body, has prepared a Neighbourhood Plan for the parish of Georgeham. The draft Neighbourhood Plan was recently subject to examination and the Council is now required to formally consider the next steps. This report seeks approval to modify the submission version of the Georgeham Neighbourhood Plan in accordance with the recommendations of an independent examiner, and then to proceed to a local referendum that would determine if the Neighbourhood Plan should be “made” (adopted). If “made”, the Neighbourhood Plan will form part of the Council’s statutory development plan and be used alongside the North Devon and Torridge Local Plan (2011-2031) in determining planning applications in the parish of Georgeham.

1.2. Under the Neighbourhood Planning (General) Regulations 2012 (as amended) (the “neighbourhood planning regulations”) councils are formally required to make a decision on the neighbourhood plan and to publish a “Decision Statement” at this stage of the process, setting out what actions they propose to take in response to an examiner’s recommendations. A draft Decision Statement for the Georgeham Neighbourhood Plan is provided at Appendix C of this report.

2. RECOMMENDATIONS

2.1. Accept the recommendations and modifications proposed by the examiner in relation to the Georgeham Neighbourhood Plan, as set out in the examiner’s report (Appendix A);

2.2. Amend the Georgeham Neighbourhood Plan to include:

- a) the Proposed Modifications set out by the examiner in his report (Appendix to the examiner’s report);
- b) the minor modifications identified in this report (Appendix B); and
- c) any further changes of a minor nature necessary to address typographic, spelling and grammatical errors, improve clarity, adjustment to ensure plan wide consistency of terminology, presentational improvements, factual updates and updated information with regard to the status of the Neighbourhood Plan;



2.3. Agree that the Georgeham Neighbourhood Plan, as amended, proceeds to referendum, at a date yet to be determined;

2.4. That the geographical area for the referendum is the Georgeham Neighbourhood Area (Civil Parish of Georgeham); and

2.5. Publish the above decisions and associated reasons in a formal Decision Statement (draft Statement provided at Appendix C).

3. REASONS FOR RECOMMENDATIONS

3.1. To comply with the requirements of the current neighbourhood planning legislation.

4. REPORT

4.1. Neighbourhood plans are statutory planning documents which can establish planning policies for the development and use of land in a local area such as a parish or town. Neighbourhood planning aims to help local communities play a direct role in planning the areas in which they live and work and the Council has a statutory duty to assist communities in doing so.

4.2. The responsibility for preparing a neighbourhood plan resides with the designated “Qualifying Body”, being Georgeham Parish Council in this instance, however the local planning authority (this Council) has a range of legislative responsibilities that it is required to discharge in support of neighbourhood planning, including:

- a duty to support the Qualifying Body in the Neighbourhood Planning activity;
- formally consulting on the submission draft of the Neighbourhood Plan;
- arranging for the independent examination of the Neighbourhood Plan;
- considering whether the Neighbourhood Plan meets the prescribed legislative requirements;
- arranging and carrying out a referendum on the draft Neighbourhood Plan;
- ensuring the Neighbourhood Plan is “made” (adopted) if successful at referendum.

4.3. The Parish of Georgeham was formally designated as a Neighbourhood Area for the purposes of neighbourhood planning by resolution of this Council in December 2015. The “Qualifying Body” (the Parish Council) embarked on the



process of preparing the neighbourhood plan, carrying out an extensive programme of work and engagement with the local community.

- 4.4. In November 2018 Georgeham Parish Council consulted upon a pre-submission draft of the Neighbourhood Plan. At this stage, the Council provided a comprehensive response to the consultation, supported by the commissioning of an independent 'health check' to identify any potential issues or areas of concern. Having considered all representations received, the Parish Council decided to review the content of the Plan to improve clarity and presentation. Following a delay in 2020 due to the pandemic, a formal Pre-Submission consultation was undertaken in accordance with Regulation 14 of the neighbourhood planning regulations between 1st February and 5th April 2021 with the Council providing a further response to the consultation.
- 4.5. Following the Parish Council's consideration of all the representations received, the Neighbourhood Plan, along with necessary supporting documentation, was submitted formally to this Council on 9th May 2021.
- 4.6. Following a series of checks, this Council undertook formal consultation on the submission Neighbourhood Plan in accordance with Regulation 16 of the neighbourhood planning regulations during the period 27th May to 9th July 2021. The Council provided a comprehensive and constructive, without prejudice, response to the consultation with a view to highlighting matters that would benefit from being addressed prior to the Neighbourhood Plan being 'made'.
- 4.7. In July 2021, this Council, with the agreement of the Qualifying Body, appointed Mr Andrew Mead BSc (Hons) MRTPI MIQ of Intelligent Plans and Examinations (IPE) Ltd to carry out the independent examination of the Neighbourhood Plan. The purpose of the examination being to determine whether the Neighbourhood Plan should, with or without changes, be recommended to proceed to referendum. In doing so the examiner was required to consider whether:
- the Neighbourhood Plan meets the "Basic Conditions";
 - it has been prepared by and submitted for examination by a Qualifying Body and the area has been properly designated;
 - it sets out policies in relation to the development and use of land
 - it specifies the period to which it relates;
 - it does not include provisions for 'excluded development';
 - it is the only neighbourhood plan for the area and doesn't relate to land outside of the designated area;



- the referendum boundary should be extended beyond the area of the Neighbourhood Plan; and
- the Neighbourhood Plan is compatible with the Human Rights Convention.

4.8. The Basic Conditions as set out in the Town and Country Planning Act 1990 (as amended) are that a neighbourhood plan should:

- have regard to national policies and advice contained in guidance issued by the Secretary of State;
- contribute to the achievement of sustainable development;
- be in general conformity with the strategic policies in the development plan for the area;
- be compatible with and not breach EU regulations; and
- meet any prescribed conditions and comply with prescribed matters; which in this case are to comply with requirements associated to habitat regulations and environmental impact assessments.

4.9. From a review of the 19 responses received to the consultation on the submission Neighbourhood Plan, the examiner considered that public hearings were not required and that the examination could be conducted through written representations. During the examination process, the examiner engaged with the Qualifying Body and the local planning authority in order to seek their views on a number of matters raised during the consultation.

4.10. The final examiner's report (Appendix A) was received by the Council and the Qualifying Body on 13 September 2021, being published on the Council's website shortly thereafter. The report concludes that all necessary procedural and technical requirements have been appropriately addressed and recommends that, subject to the application of the Proposed Modifications that the examiner sets out as part of his Report, that the Neighbourhood Plan should proceed to referendum.

4.11. It should be noted that after the submission of the Neighbourhood Plan and prior to the publication of the examiner's report, a revised version of the National Planning Policy Framework was published on 20th July 2021 alongside a new National Model Design Code. The examiner wrote to both the Qualifying Body and the Council to ask if any modifications in relation to the non-strategic matters covered by the Neighbourhood Plan were necessary as a result of the publication. Neither the Council or the Parish Council considered that modifications were necessary.



- 4.12. In addition it should be noted that the examiner's report references the revised 2021 NPPF whereas the Basic Conditions Statement submitted by the Qualifying Body refers to the 2019 NPPF. However, the Council are content that the submission document aligns with the most up-to-date national planning policy framework, albeit that the relevant paragraph numbers have subsequently changed.
- 4.13. Section 12(2) of Schedule 4B of the Town and Country Planning Act 1990 requires that the local planning authority consider each of the recommendations made within the examiner's report (and the reasons for them) and decide what action to take in response to each recommendation. Regulation 17A of the Neighbourhood Planning Regulations requires that these decisions be made by a prescribed date; with that date being the last day of five weeks beginning with the day immediately following that upon which they received the report of the examiner, or an alternate date where this is agreed by the local planning authority and the qualifying body. Five weeks from 13th September is 18th October.
- 4.14. The detail of each of the examiner's recommended Proposed Modifications are set out in Appendix A of the examiner's report. Officers support all of the Proposed Modifications recommended by the examiner in his report and accept the associated reasons for making such modifications. It is therefore recommended that all of the Proposed Modifications recommended by the examiner are agreed and incorporated into the neighbourhood plan, subject to the following considerations.
- 4.15. Section 12(6) of Schedule 4B of the Town and Country Planning Act 1990 sets out the extent of the modifications that a local planning authority may make to a neighbourhood plan that has been submitted to them by a Qualifying Body. These are effectively limited to those required in order to address the matters identified as being able to be considered by the examiner above, along with ability to correct errors.
- 4.16. Further changes of a minor nature can also additionally be applied to the Neighbourhood Plan, however these are limited to matters that cover typographic, spelling and grammatical corrections, adjustment to ensure plan wide consistency of terminology, presentational improvements, factual updates and updated information with regard to the status of the Neighbourhood Plan. These do not however alter the provisions of the policies of the Neighbourhood Plan nor their application and are within the scope of what is enabled by legislation. Appendix B details the identified proposed minor modifications.



4.17. The decision on whether to progress with the Neighbourhood Plan and whether to accept the examiner's recommendations resides with the local planning authority at this stage of the process and not with the Qualifying Body. Georgeham Parish Council did however consider the recommendations of the examiner's report at its Full Council meeting on 22nd September 2021. The Parish Council considered and accepted all of the examiner's recommendations and proposed modifications.

4.18. The neighbourhood plans will be given significant weight once a Decision Statement for the neighbourhood plan has been published. Hence, subject to a positive outcome on this matter before you and upon the associated publication for the Decision Statement, the neighbourhood plan will be able to begin to have effect on relevant planning decisions.

4.19. It should be noted that the examiner commends the Parish Council for their efforts on the neighbourhood plan:

"The Parish Council and voluntary contributors are to be commended for their efforts in producing a comprehensive Plan which is professionally presented with excellent accompanying documentation and a format which is worthy of its role as part of the Development Plan. It is an extremely well structured and informative Plan which I enjoyed examining. The associated papers were exemplary. The high quality of the Plan is demonstrated by the small number of recommended modifications (necessary to meet the Basic Conditions) to only seven of the twenty six policies. With those modifications, the GPNP will make a positive contribution to the Development Plan for the area and should enable the unique coastal and rural character and appearance of Georgeham Parish to be maintained."

4.20. Officers would concur with the sentiments of the examiner and join him in commending the efforts of the Parish Council and the wider local community for their efforts in successfully progressing the development of the neighbourhood plan to this important milestone.

5. RESOURCE IMPLICATIONS

5.1. The Council is responsible for a range of specific costs associated to the progression and making of Neighbourhood Plans, including the examination and referendum.

5.2. The Council's Electoral Services Team have indicated that the direct financial costs of conducting the referendum for the Georgeham Neighbourhood Plan would be c.£3,000 whilst the appointment of the independent examiner cost c.£5,727. The designation of the first five neighbourhood areas in the North



Devon Local Planning Authority Area attracted a grant of £5,000 per area as a “pump-priming” fund from Central Government to support neighbourhood planning activity (£25,000 in total). Additionally, the Council will be eligible to seek a further grant of £20,000 from Central Government specifically in response to the progression of the Georgeham Neighbourhood Plan upon the publication of the formal Decision Statement and subject to the Council resolving to send the Neighbourhood Plan forward to referendum. Officers will make necessary arrangements to secure the grant funding at the appropriate time.

5.3. The available grant funding is anticipated to be sufficient to cover the specific direct financial costs to the Council associated to supporting the progression of the Georgeham Neighbourhood Plan; including the earlier procurement of an independent health check on the draft plan, the appointment of the independent examiner and the direct costs of the referendum. This above does not however take account of the wider staffing and operational costs associated with completing these neighbourhood planning activities, which are conducted as part of the wider work programmes of the planning policy and Electoral services teams.

5.4. It should be noted that Qualifying Bodies are eligible for alternate funding to support the preparation of their neighbourhood plans.

6. EQUALITIES ASSESSMENT

6.1. The submitted Georgeham Neighbourhood Plan Supporting Document included its own Equality Impact Assessment (section C of the Supplementary Policy Documents). It concluded (paragraph 8.3) that “*where policies in the Plan do have an impact on groups with protected characteristics, it is overwhelmingly a positive or neutral impact and not a negative one. The range of policies and proposals will benefit many parts of the local community including those with protected characteristics: older people, young people, mothers to be and young children, disabled people and those with limited mobility.*”

7. CONSTITUTIONAL CONTEXT

7.1. Article of Part 2 Article 4.3.1(c)

7.2. Referred or delegated power?: Referred power



8. STATEMENT OF CONFIDENTIALITY

8.1. This report contains no confidential information or exempt information under the provisions of Schedule 12A of 1972 Act.

9. BACKGROUND PAPERS

9.1. The following background papers were used in the preparation of this report: (The background papers are available for inspection and kept by the author of the report).

- a) Georgeham Parish Neighbourhood Plan 2021-2031 (May 2021)
- b) Georgeham Neighbourhood Plan Supporting Document (May 2021)
- c) Report on the Georgeham Parish Neighbourhood Plan 2021 to 2031
- d) Neighbourhood Planning (General) Regulations 2012 (as amended)
- e) National Planning Policy Framework (2019 and 2021)

10. STATEMENT OF INTERNAL ADVICE

10.1. The author (below) confirms that advice has been taken from all appropriate Councillors and Officers.

APPENDICES

- 1 – Examiner's report
- 2 – Minor Modifications
- 3 – Draft Decision Statement



Report on the Georgeham Parish Neighbourhood Plan 2021 to 2031

An Examination undertaken for North Devon Council with the support of Georgeham Parish Council on the May 2021 submission version of the Plan.

Independent Examiner: Andrew Mead BSc (Hons) MRTPI MIQ

Date of Report: 13 September 2021

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Main Findings - Executive Summary

From my examination of the Georgeham Parish Neighbourhood Plan (GPNP/the Plan) and its supporting documentation including the representations made, I have concluded that subject to the policy modifications set out in this report, the Plan meets the Basic Conditions.

I have also concluded that:

- The Plan has been prepared and submitted for examination by a qualifying body – Georgeham Parish Council;
- The Plan has been prepared for an area properly designated – the Parish of Georgeham as shown on the map in the Consultation Statement on page 26 of the Supplementary Policy Documents and in the Appendix on page 96 of the submitted Plan;
- The Plan specifies the period during which it is to take effect: 2021 to 2031; and
- The policies relate to the development and use of land for a designated neighbourhood area.

I recommend that the Plan, once modified, proceeds to referendum on the basis that it has met all the relevant legal requirements.

I have considered whether the referendum area should extend beyond the designated area to which the Plan relates and have concluded that it should not.

1. Introduction and Background

Georgeham Parish Neighbourhood Plan 2021–2031

- 1.1 Georgeham Parish, which has a population of over 2,568,¹ includes two villages, Croyde which adjoins the coast and Georgeham, about 2.5km inland. Braunton is about 8km to the south east of Croyde along the B3231, where the road joins the A361 on which Barnstaple lies about a 8km further to the south east. The Parish is within the North Devon Coast Area of Outstanding Natural Beauty (AONB) and the landscape of the Plan area is truly outstanding, including the northern slope and downland of Saunton Down, extensive beaches at Croyde and Putsborough, the rocky headland of Baggy Point, the dunes at Croyde and secluded inland valleys, such as the one linking Croyde and Georgeham.
- 1.2 The decision to prepare the neighbourhood plan was made by Georgeham Parish Council (GPC) in October 2015 and following the formation of a subcommittee, a steering group was created to prepare the Plan, various consultation meetings were held and evidence gathered. The GPNP was

¹ See paragraph 1.1.1 of the Plan.

submitted to North Devon Council (NDC) in May 2021, representing over five years' work for those involved.

The Independent Examiner

- 1.3 As the Plan has now reached the examination stage, I have been appointed as the examiner of the GPNP by NDC, with the agreement of GPC.
- 1.4 I am a chartered town planner and former government Planning Inspector and have experience of examining neighbourhood plans. I am an independent examiner, and do not have an interest in any of the land that may be affected by the Plan.

The Scope of the Examination

- 1.5 As the independent examiner, I am required to produce this report and recommend either:
 - (a) that the neighbourhood plan is submitted to a referendum without changes; or
 - (b) that modifications are made and that the modified neighbourhood plan is submitted to a referendum; or
 - (c) that the neighbourhood plan does not proceed to a referendum on the basis that it does not meet the necessary legal requirements.
- 1.6 The scope of the examination is set out in Paragraph 8(1) of Schedule 4B to the Town and Country Planning Act 1990 (as amended) ('the 1990 Act'). The examiner must consider:
 - Whether the Plan meets the Basic Conditions.
 - Whether the Plan complies with provisions under s.38A and s.38B of the Planning and Compulsory Purchase Act 2004 (as amended) ('the 2004 Act'). These are:
 - it has been prepared and submitted for examination by a qualifying body, for an area that has been properly designated by the local planning authority;
 - it sets out policies in relation to the development and use of land;
 - it specifies the period during which it has effect;
 - it does not include provisions and policies for 'excluded development'; and

- it is the only neighbourhood plan for the area and does not relate to land outside the designated neighbourhood area.
 - Whether the referendum boundary should be extended beyond the designated area, should the plan proceed to referendum.
 - Such matters as prescribed in the Neighbourhood Planning (General) Regulations 2012 (as amended) ('the 2012 Regulations').
- 1.7 I have considered only matters that fall within Paragraph 8(1) of Schedule 4B to the 1990 Act, with one exception. That is the requirement that the Plan is compatible with the Human Rights Convention.

The Basic Conditions

- 1.8 The 'Basic Conditions' are set out in Paragraph 8(2) of Schedule 4B to the 1990 Act. In order to meet the Basic Conditions, the neighbourhood plan must:
- have regard to national policies and advice contained in guidance issued by the Secretary of State;
 - contribute to the achievement of sustainable development;
 - be in general conformity with the strategic policies of the development plan for the area;
 - be compatible with and not breach European Union (EU) obligations (under retained EU law)²; and
 - meet prescribed conditions and comply with prescribed matters.
- 1.9 Regulation 32 of the 2012 Regulations prescribes a further Basic Condition for a neighbourhood plan. This requires that the making of the Plan does not breach the requirement of Chapter 8 Part 6 of the Conservation of Habitats and Species Regulations 2017 ('the 2017 Regulations').³

2. Approach to the Examination

Planning Policy Context

- 2.1 The current Development Plan for Georgeham, excluding policies relating to minerals and waste development, is the North Devon & Torrington Local Plan (NDTLP) which was adopted in October 2018.

² The existing body of environmental regulation is retained in UK law.

³ This revised Basic Condition came into force on 28 December 2018 through the Conservation of Habitats and Species and Planning (Various Amendments) (England and Wales) Regulations 2018.

- 2.2 The planning policy for England is set out principally in the National Planning Policy Framework (NPPF). The Planning Practice Guidance (PPG) offers guidance on how this policy should be implemented. A revised NPPF was published in July 2021 and all references in this report are to the July 2021 NPPF and its accompanying PPG.

Submitted Documents

- 2.3 I have considered all policy, guidance and other reference documents I consider relevant to the examination, as well as those submitted which include:
- the draft Georgeham Parish Neighbourhood Plan 2021–2031, dated May 2021;
 - the map in the Consultation Statement on page 26 of the Supplementary Policy Documents and in the Appendix on page 96 of the submitted Plan, which identifies the area to which the proposed Neighbourhood Development Plan relates;
 - the Consultation Statement May 2021;
 - the Basic Conditions Statement May 2021;
 - the Strategic Environmental Assessment and Habitats Regulations Assessment Screening Report, dated September 2020;
 - all the representations that have been made in accordance with the Regulation 16 consultation; and
 - the request for additional clarification sought in my letter of 3 August 2021 and the responses of 11 August from GPC and 12 August from NDC.⁴

Site Visit

- 2.4 I made an unaccompanied site visit to the GPNP area on 22 July 2021 to familiarise myself with it and visit relevant locations referenced in the Plan and evidential documents.

Written Representations with or without Public Hearing

- 2.5 This examination has been dealt with by written representations. I considered hearing sessions to be unnecessary as the consultation responses clearly articulated the objections to the Plan and presented arguments for and against the Plan's suitability to proceed to a referendum. No requests for a hearing session were received.

Modifications

- 2.6 Where necessary, I have recommended modifications to the Plan (**PMs**) in this report in order that it meets the Basic Conditions and other legal

⁴ View at: <https://northdevon.gov.uk/planning-and-building-control/neighbourhood-plans/georgeham-neighbourhood-plan/>

requirements. For ease of reference, I have listed these modifications separately in the Appendix to this report.

3. Procedural Compliance and Human Rights

Qualifying Body and Neighbourhood Plan Area

- 3.1 The Georgeham Parish Neighbourhood Plan has been prepared and submitted for examination by GPC, which is a qualifying body. The GPNP extends over all the Georgeham Parish. This constitutes the area of the Plan designated by NDC on 7 December 2015.

Plan Period

- 3.2 The Plan specifies the Plan period as 2021 to 2031.

Neighbourhood Plan Preparation and Consultation

- 3.3 The concise Consultation Statement (CS), included within the comprehensive bundle of Supplementary Policy Documents, indicates the process of the preparation of the Plan which was aided by creating a specific web site and using Facebook and the Parish magazine "The Crydda". Two rounds of questionnaires were circulated, two public meetings and two drop-in sessions were held during 2016 and the Croyde Area Residents Association (CARA) conducted its own survey. Local businesses were also surveyed in 2016.
- 3.4 Plan preparation continued throughout 2017, 2018 and 2019 including the involvement of officers from North Devon Council. A draft Plan was widely distributed in November 2018 for pre-submission consultation, a consequence of which was to improve clarity and presentation. Throughout the process of preparation, regular reports were made to the Parish Council and the meetings of CARA held about three times per year.
- 3.5 The Pre-Submission Plan was published for consultation under Regulation 14 of the 2012 Regulations on 1 February 2021 for a period of nine weeks until 5 April 2021. Paragraph 5.12 of the CS lists the many elements of the communication strategy to consult stakeholders and members of the public. The tables on pages 30-48 of the CS list the organisations who were consulted and the response and action taken with regard to the Plan. Reference is also made to the 17 local residents who responded during the formal consultation period.
- 3.6 The Plan was finally submitted to NDC in May 2021. Consultation in accordance with Regulation 16 was carried out from 27 May 2021 until 9 July 2021. 19 responses were received. I am satisfied that a transparent, fair and inclusive consultation process has been followed for the GPNP, that has had regard to advice in the PPG on plan preparation and is procedurally compliant in accordance with the legal requirements.

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Development and Use of Land

- 3.7 The Plan sets out policies in relation to the development and use of land in accordance with s.38A of the 2004 Act.

Excluded Development

- 3.8 The Plan does not include provisions and policies for 'excluded development'.

Human Rights

- 3.9 The Basic Conditions Statement (BCS) advises that the Plan has regard to the fundamental rights and freedoms guaranteed under the European Convention on Human Rights and complies with the Human Rights Act. The BCS states that considerable emphasis was placed throughout the consultation process to ensure that no sections of the community were isolated or excluded. I have considered this matter independently and I have found no reason to disagree with that position and I am satisfied that the policies will not have a discriminatory impact on any particular group of individuals.

4. Compliance with the Basic Conditions

EU Obligations

- 4.1 The GPNP was screened for Strategic Environmental Assessment (SEA) and Habitats Regulations Assessment (HRA) by NDC. The details were submitted with the Plan in accordance with the legal requirement under Regulation 15(e)(i) of the 2012 Regulations.⁵ As a result of the assessment, it was considered unlikely that there would be any significant environmental effects arising from GPNP that have not already been assessed in the Sustainability Appraisal or the HRA/Appropriate Assessment of the relatively recently (October 2018) adopted Local Plan.
- 4.2 Accordingly, a screening determination was issued by NDC, following consultation with the relevant national bodies. This advised that it was considered the GPNP did not require a full SEA or HRA to be undertaken. The Environment Agency⁶, Historic England⁷ and Natural England⁸, when consulted, agreed with those conclusions.
- 4.3 Having read the SEA Screening Assessment Report and the other information provided, and considered the matter independently, I also

⁵ Strategic Environmental Assessment Screening (SEA) and Habitats Regulations Assessment (HRA) Screening Report: September 2020.

⁶ Response from the Environment Agency, dated 5 August 2020.

⁷ Response from Historic England, dated 1 September 2020.

⁸ Response from Natural England, dated 1 September 2020.

agree with those conclusions. Therefore, I am satisfied that the GPNP is compatible with EU obligations.

Main Issues

- 4.4 Having considered whether the Plan complies with various procedural and legal requirements, it is now necessary to deal with whether it complies with the remaining Basic Conditions, particularly the regard it pays to national policy and guidance, the contribution it makes to the achievement of sustainable development and whether it is in general conformity with strategic development plan policies. I test the Plan against the Basic Conditions by considering specific issues of compliance of all the Plan's policies.
- 4.5 As part of that assessment, I consider whether the policies are sufficiently clear and unambiguous, having regard to advice in the PPG. A neighbourhood plan policy should be drafted with sufficient clarity that a decision maker can apply it consistently and with confidence when determining planning applications. It should be concise, precise and supported by appropriate evidence.⁹
- 4.6 Accordingly, having regard to the Georgeham Parish Neighbourhood Plan, the consultation responses, other evidence¹⁰ and the site visit, I consider that the main issues in this examination are whether the GPNP policies (i) have regard to national policy and guidance, (ii) are in general conformity with the adopted strategic planning policies and (iii) would contribute to the achievement of sustainable development? I shall assess these issues by considering the policies within the themes in the sequence in which they appear in the Plan.

Vision and Objectives

- 4.7 The gist of the vision for the GPNP is to progress as a sustainable community striking a balance between meeting the needs of the current and future population and maintaining a thriving and diverse local economy, particularly through tourism, without harming the area's beauty and attractiveness. The vision is explained fully in paragraphs 2.1.1–2.1.5 of the Plan.
- 4.8 The Plan describes key principles of sustainability which underpin the policies and sets out a series of requirements that development proposals should meet in order to gain support. The Plan then develops five themes, each with its specific objectives and from which the policies logically flow: social and community; housing; the built environment; the natural environment; and economic development.

⁹ PPG Reference ID: 41-041-20140306.

¹⁰ The other evidence includes the responses from GPC and NDC dated 11 and 12 August respectively to the questions in my letter of 3 August 2021.

Social and Community (Policies SC1, SC2, SC3 and SC4)

- 4.9 Policies SC1 and SC4 aim to safeguard community facilities and sports and recreational facilities respectively. Each policy has regard to national guidance¹¹, generally conforms with Policies ST12 and ST22 of the NDTLP and meets the Basic Conditions. Policy SC2 supports proposals for development or expansion of the school and has regard to national guidance¹², also generally conforms with Policy ST22 of the NDTLP and meets the Basic Conditions.
- 4.10 Policy SC3 seeks the provision of facilities for walking, riding and cycling in new development and access between the development and local amenities by non-motorised means. Whereas the policy has regard to national guidance¹³ and generally conforms with Policy ST10 of the NDTLP, in order to assist with deliverability, I shall recommend a modification by the addition of the sentence to the policy as suggested by NDC. **(PM1)**

Housing (Policies H1, H2, H3, H4 & H5)

- 4.11 Policy H1 aims to impose a principal residence occupancy condition on all new housing. The policy has regard to national guidance¹⁴, generally conforms with Policy ST17 of the NDTLP and meets the Basic Conditions. However, in response to my questioning about why to explicitly exclude like for like replacement dwellings from the policy and why it should not apply to new dwellings outside development boundaries, GPC replied that they would like all new housing, including re-builds on a like-for-like basis, to be for permanent residence only, and for this policy to apply to all new residential building within the Parish not just within the development boundaries of the hamlets. Therefore, to ensure the consistent application of the policy, I shall recommend modifying Policy H1 accordingly. **(PM2)** NDC suggested that affordable housing should be excluded from the policy, but I see no sound reason for that exclusion, which could encourage an abuse of the terms under which affordable housing is permitted.
- 4.12 Policy H2 requires affordable housing for local people within the development boundaries of Georgeham and Croyde that would result in a net increase of six dwellings. The policy has regard to national guidance¹⁵, generally conforms with Policy ST18 of the NDTLP and meets the Basic Conditions.
- 4.13 Policy H3 supports the development of land of one hectare or less outside the development boundaries for affordable housing subject to specified

¹¹ NPPF: paragraphs 84 & 93.

¹² NPPF: paragraph 95.

¹³ NPPF: paragraphs 92, 100 & 104.

¹⁴ NPPF: paragraph 62.

¹⁵ NPPF: paragraphs 60–64.

criteria. The policy has regard to national guidance¹⁶, generally conforms with Policies ST07 and ST19 of the NDTLP and meets the Basic Conditions. Policy H4 seeks to restrict the change of housing from residential use to holiday let unless certain conditions are met. The policy also has regard to national guidance¹⁷, generally conforms with Policies ST13 and ST17 of the NDTLP and meets the Basic Conditions. Finally, Policy H5 specifies that housing density of all sites should result in development in character with its immediate surroundings. The policy has regard to national guidance¹⁸, generally conforms with Policy ST04 of the NDTLP and meets the Basic Conditions.

The Built Environment (Policies BE1, BE2, BE3, BE4, BE5, BE6, BE7, BE8 & BE9)

4.14 This section of the Plan includes nine policies derived from the eight objectives which are described immediately preceding the policies. Each policy has regard to national guidance and generally conforms with strategic policies of the NDTLP as listed in the table below.

GPNP Policy	Topic	NPPF paragraph	NDTLP Policy
BE1	New development	126 – 127	ST04, ST14
BE2	Replacement buildings	126	ST04, ST07, ST17
BE3	Boundary treatments	126	ST04
BE4	Listed buildings, Conservation Areas and Character Areas	195	ST04, ST15
BE5	Applications outside the development boundaries	79, 84	ST07
BE6	Extensions to existing properties	104, 130	ST04, ST14
BE7	Other provision	130	ST02
BE8	Disturbance and pollution	174, 184	ST01
BE9	New recreational and sporting facilities	176, 178	ST04, ST07, ST14

4.15 Policies BE1-BE8 meet the Basic Conditions. However, “an existing complex” in Policy BE9 is too ambiguous for effective development management. Accordingly, after seeking clarification from GPC, I recommend that a brief explanation is given as a footnote to the policy which follows the format used elsewhere in the Plan. **(PM3)**

The Natural Environment (NE1, NE2, NE3 & NE4)

4.16 Policy NE1 considers the effect of proposed development on the landscape and Policy NE2 considers flora, fauna and forestation in development

¹⁶ NPPF: paragraphs 62, 78 & 79.

¹⁷ NPPF: paragraph 62.

¹⁸ NPPF: paragraph 124.

proposals. Both policies have regard to national guidance¹⁹, generally conform with Policy ST14 of the NDTLP and meet the Basic Conditions.

- 4.17 Policy NE3 describes the policy for managing development in Local Green Spaces, which are defined in the Green Space Policy Compliance Statement within the Appendices of the Plan. Three Local Green Spaces (LGS) are defined in Croyde (The Rabbit Field, Croyde Village Green, and Croyde Village Play Park) and two in Georgeham (Georgeham Recreation Ground, and Georgeham Glebefield and Green).
- 4.18 As explained in the NPPF, LGS designation should only be used where the green space is: a) in reasonably close proximity to the community it serves; b) demonstrably special to a local community and holds a particular local significance, for example because of its beauty, historic significance, recreational value (including as a playing field), tranquillity or richness of its wildlife; and c) local in character and is not an extensive tract of land.²⁰ Having seen each LGS when I visited the area, I agree with the designations.
- 4.19 However, the title of the policy is slightly misleading because it applies only to LGS and does not include other green and open spaces. Therefore, I shall recommend that the policy title becomes Local Green Spaces. **(PM4)** NDC suggested that the policy could include guidance about what would or would not be permitted in an LGS. Policy NE3 accurately states that policies for managing development within a LGS should be consistent with those for Green Belts. NPPF paragraphs 147–151 give advice on how proposals for development in the Green Belt should be considered. In my view, the nuances of Green Belt policy could not be adequately addressed within the Plan without the danger of being either misleading or longwinded. Nevertheless, the short phrase I have recommended within PM4 as a modification is accurate and succinct and, together with listing the individual LGS, ensures that Policy NE3 has regard to national guidance²¹, generally conforms with Policies ST09 and ST14 of the NDTLP and meets the Basic Conditions.
- 4.20 Policy NE4 considers energy efficiency in new development and has regard to national guidance²², generally conforms with Policies ST02, ST05 and ST16 of the NDTLP and meets the Basic Conditions. However, the first of the two criteria in the policy is unacceptably ambiguous for effective development management. Therefore, I shall recommend the suggestion by NDC to transfer the gist of the first criterion to the objectives in paragraph 6.3.1 and also alter the title of the policy to Small Scale Renewable Energy, which would reflect its true content. **(PM5)**

¹⁹ NPPF: paragraph 174.

²⁰ NPPF: paragraph 102.

²¹ NPPF: paragraph 103.

²² NPPF: paragraphs 152 – 155.

Economic Development (Policies ED1, ED2, ED3 & ED4)

- 4.21 Policy ED1 supports the development of community workspace within and adjoining the development boundaries. Policy ED3 supports the conversion of existing buildings for rural business development. Each policy has regard to national guidance²³, generally conforms with Policies ST07 and ST11 of the NDTLP and meets the Basic Conditions.
- 4.22 Policy ED2 considers development on, and development of, agricultural land. The policy has regard to national guidance, generally conforms with Policies ST10 and ST14 of the NDTLP and meets the Basic Conditions, subject to modifications which I shall recommend in order to overcome two ambiguities. The first modification is to describe an existing complex in the policy as "agricultural". **(PM6)** The second is to clarify criterion b), which currently has the effect of limiting development to land served by public transport, walking and cycling. It seems to me that any development could be served by walking; most could be served by cycling; but, considering the limited bus routes within the Parish, little could be served by public transport.
- 4.23 The NPPF advises that development in rural areas should not have an unacceptable impact on local roads and should exploit opportunities to make a location more sustainable (for example by improving the scope for access on foot, by cycling or by public transport).²⁴ Therefore, I shall recommend rephrasing criterion b) of the policy so that it has regard to NPPF guidance. **(PM7)** The policy would also generally conform with Policies ST10 and ST14 of the NDTLP and meet the Basic Conditions.
- 4.24 Policy ED4 supports the development of land for camping and caravan sites, including the extension of opening times. The policy has regard to national guidance²⁵, generally conforms with Policies ST04, ST13 and ST08A of the NDTLP and meets the Basic Conditions. An ambiguity which it is necessary to clarify is whether the policy refers to temporary and/or permanent facilities. The response from GPC confirms it means both and I shall recommend an appropriate modification. **(PM8)**

Overview

- 4.25 Accordingly, on the evidence before me, with the recommended modifications, I consider that the policies within the GPNP are in general conformity with the strategic policies of the NDTLP, have regard to national guidance, would contribute to the achievement of sustainable development and so would meet the Basic Conditions.
- 4.26 A consequence of the acceptance of the recommended modifications would be that amendments would have to be made to the explanation

²³ NPPF: paragraph 84.

²⁴ NPPF: paragraph 85.

²⁵ NPPF: paragraphs 84, 85, 174, 176–178.

within the Plan in order to make it logical and suitable for the referendum. These might also include incorporating factual updates, correcting minor inaccuracies, revising references to NPPF (2021) updated paragraph numbers or improvements suggested helpfully by NDC. None of these alterations would affect the ability of the Plan to meet the Basic Conditions and could be undertaken as minor, non-material changes.²⁶

5. Conclusions

Summary

- 5.1 The Georgeham Parish Neighbourhood Development Plan has been duly prepared in compliance with the procedural requirements. My examination has investigated whether the Plan meets the Basic Conditions and other legal requirements for neighbourhood plans. I have had regard to all the responses made following consultation on the GPNP, and the evidence documents submitted with it.
- 5.2 I have made recommendations to modify a small number of policies to ensure the Plan meets the Basic Conditions and other legal requirements. I recommend that the Plan, once modified, proceeds to referendum.

The Referendum and its Area

- 5.3 I have considered whether or not the referendum area should be extended beyond the designated area to which the Plan relates. The GPNP as modified has no policy or proposal which I consider significant enough to have an impact beyond the designated Neighbourhood Plan boundary, requiring the referendum to extend to areas beyond the Plan boundary. I recommend that the boundary for the purposes of any future referendum on the Plan should be the boundary of the designated Neighbourhood Plan Area.

Concluding Comments

- 5.4 The Parish Council and voluntary contributors are to be commended for their efforts in producing a comprehensive Plan which is professionally presented with excellent accompanying documentation and a format which is worthy of its role as part of the Development Plan. It is an extremely well structured and informative Plan which I enjoyed examining. The associated papers were exemplary. The high quality of the Plan is demonstrated by the small number of recommended modifications (necessary to meet the Basic Conditions) to only seven of the twenty six policies. With those modifications, the GPNP will make a positive contribution to the Development Plan for the area and should enable the unique coastal and rural character and appearance of Georgeham Parish to be maintained.

²⁶ PPG Reference ID: 41-106-20190509.

Intelligent Plans and Examinations (IPE) Ltd, 3 Princes Street, Bath BA1 1HL

Registered in England and Wales. Company Reg. No. 10100118. VAT Reg. No. 237 7641 84

Andrew Mead

Examiner

Appendix: Modifications

Proposed modification no. (PM)	Page no./ other reference	Modification
PM1	Policy SC3	Add a final sentence: “Opportunities to deliver new or enhanced rights of way identified on the Aspirational Map will be supported.”
PM2	Policy H1	Delete the first two sentence of the policy and replace with: “The development of new housing within the Plan area will be permitted for principal residence occupancy only, supported by the most effective legally binding method to ensure principal residence occupancy. New housing includes like for like replacement dwellings. Occupiers of homes, etc....”.
PM3	Policy BE9	Add a footnote to explain “existing complex”: “Such as a cluster of holiday cottages which may wish to add or extend facilities like a games room or covered swimming pool; or building a sports pavilion at a playing field.”
PM4	Policy NE3	Delete the title and replace with: “Local Green Spaces” . Delete the policy and replace with: “Local Green Spaces (LGS) are defined at: The Rabbit Field, Croyde; Croyde Village Green; Georgeham Village Car Park; Georgeham Recreation Ground and Georgeham Glebefield and Green. Policies for managing development within the LGS should be consistent with those for the Green Belt and development should not be approved except in very special circumstances. (See the Local Green Space Compliance Policy Statement, etc ...)”.
PM5	Policy NE4	Delete criterion a) from the policy and add to the objectives in paragraph 6.3.1: “h) Pursue the highest aspirational standards of energy efficient guidelines

Proposed modification no. (PM)	Page no./ other reference	Modification
		<p>applicable at the time of submitting the planning application."</p> <p>Delete the title and replace with: "Small Scale Energy Efficiency".</p>
PM6	Policy ED2	Criterion a) insert: "... an existing agricultural complex ...".
PM7	Policy ED2	<p>Delete criterion b) and replace with:</p> <p>"b) the proposal would not have an unacceptable impact on local roads and opportunities are taken for sustainable travel."</p>
PM8	Policy ED4	Amend criterion c) to: "... whether it is a temporary or permanent facility, ... ".

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Appendix 2: Minor Modifications to the Georgeham Neighbourhood Plan subsequent to publication of Examiner's Report

Minor modification number (MM)	Plan reference	Plan page number	Modification	Reason for Change
MM1	Photos	Plan wide	Add captions to all photos where required	To provide clarity. DCC said the images are good but they have no idea where they are located, so descriptions would be helpful
MM2	Para 6.3.1 d)	21	Amend to read: "Protect and, where practicable, extend the rights of way network <u>for all users</u> , which is particularly important in facilitating access to and appreciation of the countryside, as well as providing links between settlements, green spaces and the coast."	To take into consideration access and enjoyment to all, including users of wheelchairs and prams
MM3	Policy NE1	22	Amend to read: "c) Opportunities have been identified and taken to eliminate noise and light pollution, blend in with local topography and respect the landscape character and key views (identified in Section 11, pages 45-59, and on the map, page <u>92 96</u>), and not interrupt skylines or ridges."	To correct the page number for the map showing key views and vistas
MM4	Photograph 1	23	Amend photo caption to: "Pickwell Manor Farm, <u>which retains medieval fabric and is Grade II listed</u> , demonstrating the beauty of the unbroken skyline".	To highlight the heritage importance of the farm
MM5	Photograph 2	23	Amend photo caption to: "New development should utilise renewable energy solutions such as heat pumps <u>are one potential small-scale renewable energy solution.</u> "	The caption below the heat pump photo reads like a policy requirement or instruction, especially within the blue policies box. Whilst the photo is appropriate, the

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				wording ' <i>should utilise</i> ' needs to be rephrased.
MM6	Para 7.3.1	26	Amend to read: "Although agriculture is no longer central to the local economy, the Plan recognises the contribution that farming and land management make to the economy and landscape value of the community. Agricultural land is fundamental to the sustainable future of the parish, the countryside and the area's attractiveness as a rural holiday destination. Devon's Historic Landscape Characterisation provides detail on how the character of the landscape and the pattern of farms, fields and hedgerows has developed since medieval times."	To provide a link to the evolution of the landscape's character
MM7	Para 9.3	30	Amend to title read: "NPPF (2019) (2021) Compliance Statement"	To reflect the revised NPPF July 2021
MM8	Para 9.3.1	30	Amend to read: "Paragraph 400 102..."	To reflect the revised NPPF July 2021
MM9	Para 9.3.2	30	Amend to read: "Paragraph 99 101..."	To reflect the revised NPPF July 2021
MM10	Para 9.3.3	30	Amend to read: "Paragraph 404 103..."	To reflect the revised NPPF July 2021
MM11	Para 17.1.1	91	Amend to read: "... inside the development lines of the villages of Croyde and Georgeham the Plan area"	Principal residence now applies to all new dwellings within the Plan area.
MM12	Para 17.1.2	91	Amend the first sentence to read: "...new housing —excluding like-for-like replacement dwellings— will only be supported..."	Principal residence now applies to all new dwellings including replacement dwellings, as set out in the examiner's modification (PM2) to policy H1.
MM13	Para 17.2.2	91	Amend to read:	Principal residence now applies to all new dwellings including

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			<p>“The policy applies to <u>all</u> new open market housing and excludes replacement dwellings where they are like-for-like. Accordingly if a single existing dwelling was replaced by another single dwelling, the condition would not bite. However, if If the original dwelling is replaced by two dwellings (whether in a single structure or not), then those two dwellings would <u>both</u> be new buildings for the purpose of policy H1 and be subject to the principal residence occupancy condition.”</p>	<p>replacement dwellings, as set out in the examiner’s modification (PM2) to policy H1. The definition in 17.2.2 needs to be amended for consistency.</p>
MM14	Para 17.3.1	91	<p>Amend to read:</p> <p>“The principal residence occupancy condition will help to stem the adverse impact of increasing <u>numbers of properties becoming holiday accommodation or or second homes, and homes being rebuilt designed for the holiday market. It will benefit:</u>”</p>	<p>To provide further clarification that the policy will seek to address issues relating to both holiday accommodation and second homes.</p>
MM15	Para 17.3.1 b)	92	<p>Amend to read:</p> <p>“The shift in buying power demand for housing for holiday accommodation <u>and second homes</u> has had the following impacts on the local housing stock that is available in the local community.”</p>	<p>To recognise policy H1 will seek to address issues relating to both holiday accommodation and second homes.</p>
MM16	17.3.1 b) v)	92	<p>Amend to read:</p> <p>“This has resulted in a significant reduction in garden and green areas in the AONB, with light spill, noise and other impacts into sensitive areas and habitats, <u>and in some instances impacting neighbouring properties.</u>”</p>	<p>To recognise wider impacts arising from recent changes to the local housing stock.</p>
MM17	17.4.1	92	<p>Amend first sentence to read:</p>	<p>To correct a typological error.</p>

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			“The principal p r esidence occupancy...”	
MM18	17.4.1 a)	92	Amend to read: “Brings a greater balance and mix t ure to the local housing market stocks and creates new opportunities for people to live and work here to strengthen our community and the local economy;”	To focus on the housing stock rather than the housing market.
MM19	Maps	101	Amend the map showing the Georgeham character areas by including blue lines to define the boundaries of each identified character area	To clarify the boundaries of each character area and for consistency with the equivalent map or Croyde (page 100).

Further changes of a minor nature necessary to address any typographic, spelling and grammatical errors, adjustment to ensure plan wide consistency of terminology, presentational improvements, factual updates and updated information with regard to the status of the Neighbourhood Plan are not tabulated or specified individually.

Georgeham Neighbourhood Plan 2021 – 2031

Decision Statement under Regulation 18(2) of The Neighbourhood Planning (General) Regulations 2012 (as amended)

Summary

1. Following an independent examination undertaken by written representations, North Devon Council confirms that the Georgeham Neighbourhood Plan proceed to referendum,
2. This Decision Statement will be available on North Devon Council's website at www.northdevon.gov.uk/.

Background

3. The designated neighbourhood area for the Georgeham Neighbourhood Plan comprises the Civil Parish of Georgeham. On 7 December 2015, North Devon Council ("the Council") formally approved the designation of the Georgeham Neighbourhood Area, following an application by Georgeham Parish Council ("the Parish Council"), in accordance with the Neighbourhood Planning (General) Regulations 2012.
4. As a "Qualifying Body"¹ the Parish Council submitted the draft Georgeham Neighbourhood Plan (the "Neighbourhood Plan"), in May 2021, along with supporting documents, to the Council for consultation, independent examination and the remaining stages of the draft documents preparation in accordance with the Neighbourhood Planning (General) Regulations 2012 (as amended).
5. The Council then published the Neighbourhood Plan and supporting documents, as required by Regulation 16 of the Neighbourhood Planning (General) Regulations 2012 (as amended) and invited representations to be made over the period 27th May to 9th July 2021.
6. In July 2021, the Council appointed an independent examiner, Mr Andrew Mead BSc (Hons) MRTPI MIQ of Intelligent Plans and Examinations (IPE) Ltd, to examine the Neighbourhood Plan and to establish whether it met the Basic Conditions as set out in Schedule 4B to the Town and Country Planning Act 1990, along with other prescribed statutory requirements and to recommend whether it should proceed to a referendum.
7. The examination took place over the period July to September 2021 and the Council received the final Report of Examination on 13th September 2021; with the report being published on the Council's

¹ A definition of "qualifying body" is provided at section 38A(12) of the Planning and Compulsory Purchase Act 2004 (as inserted by paragraph 7 of the Localism Act 2011)

website shortly thereafter. The examiner dealt with the examination by means of written representations, as he did not feel there was the need for any hearings. The Report of Examination recommended specific modifications to the Neighbourhood Plan and concluded that the Neighbourhood Plan, as modified, could proceed to referendum. It also recommended that the boundary of the referendum area should follow the boundary of the designated Neighbourhood Area (the Civil Parish of Georgeham).

8. Regulation 18 of the Neighbourhood Planning (General) Regulations 2012 (as amended) requires the Council to decide whether to reject a neighbourhood plan proposal or to progress the plan to a referendum, what the referendum area should be, what modifications (if any) to make to the neighbourhood plan and what action to take in response to the examiner's recommendations.

Recommendations, Decisions and Reasons

9. The Council agrees with the recommendations in the Report of Examination and the reasons set out for those recommendations. It has decided to modify the Neighbourhood Plan as per these recommendations, by applying the Proposed Modifications set out in the Report of Examination (Table 1).
10. The Council is also amending the Neighbourhood Plan to correct errors of a minor nature that the report did not address²; these being limited to those necessary to address typographic, spelling and grammatical errors, improve clarity, adjustment to ensure plan wide consistency of terminology, presentational improvements, factual updates and updated information with regard to the status of the Neighbourhood Plan.
11. The Council considers that the Neighbourhood Plan, as amended, will meet all of the Basic Conditions and other associated legislative requirements and that its preparation has been in accordance with the necessary procedural requirements.
12. The Council has also decided to progress the modified Neighbourhood Plan to a referendum of eligible registered voters and that this should extend to the area subject to the Georgeham Neighbourhood Area designation. The Council considered whether the area covered by the referendum should be extended beyond the designated Neighbourhood Area and find no basis to do so. The date of the referendum is to be decided in due course.

² Modifications made in accordance with paragraph 12(6) of Schedule 4B of the Town and Country Planning Act 1990 (as applied to neighbourhood plans by section 38A of the Planning and Compulsory Purchase Act 2004)

13. These decisions were made at a meeting of the Council on 05 October 2021.

Documents and Further Information

14. The following documents are available on the Council's website at:

www.northdevon.gov.uk

- A copy of this Decision Statement
- Report of Examination on the Georgeham Neighbourhood Plan 2021 to 2031
- Proposed Referendum Draft of the Georgeham Parish Neighbourhood Plan

Date: 5 October 2021

Table 1: Proposed Modifications arising from Examiner’s Report

Proposed modification no. (PM)	Neighbourhood PlanPage no./other reference	Modification	Reason for Modification
PM1	Policy SC3	Add a final sentence: “Opportunities to deliver new or enhanced rights of way identified on the Aspirational Map will be supported.”	To assist with deliverability
PM2	Policy H1	Delete the first two sentence of the policy and replace with: “The development of new housing within the Plan area will be permitted for principal residence occupancy only, supported by the most effective legally binding method to ensure principal residence occupancy. New housing includes like for like replacement dwellings. Occupiers of homes, etc....”.	To ensure the consistent application of the policy
PM3	Policy BE9	Add a footnote to explain “existing complex”: “Such as a cluster of holiday cottages which may wish to add or extend facilities like a games room or covered swimming pool; or building a sports pavilion at a playing field.”	To remove ambiguity from the policy
PM4	Policy NE3	Delete the title and replace with: “Local Green Spaces” . Delete the policy and replace with:	To provide clarity and to ensure the policy has regard to national policy.

Proposed modification no. (PM)	Neighbourhood PlanPage no./other reference	Modification	Reason for Modification
		<p>“Local Green Spaces (LGS) are defined at: The Rabbit Field, Croyde; Croyde Village Green; Croyde Village Car Park; Georgeham Recreation Ground and Georgeham Glebefield and Green. Policies for managing development within the LGS should be consistent with those for the Green Belt and development should not be approved except in very special circumstances. (See the Local Green Space Compliance Policy Statement, etc ...)”.</p>	
PM5	Policy NE4	<p>Delete criterion a) from the policy and add to the objectives in paragraph 6.3.1:</p> <p>“h) Pursue the highest aspirational standards of energy efficient guidelines applicable at the time of submitting the planning application.”</p> <p>Delete the title and replace with: “Small Scale Energy Efficiency”.</p>	To remove ambiguity and provide for effective development management.
PM6	Policy ED2	Criterion a) insert: “... an existing agricultural complex ...”.	To provide clarification
PM7	Policy ED2	<p>Delete criterion b) and replace with:</p> <p>“b) the proposal would not have an unacceptable impact on local roads and opportunities are taken for sustainable travel.”</p>	To have regard to the National Planning Policy Framework

Proposed modification no. (PM)	Neighbourhood PlanPage no./other reference	Modification	Reason for Modification
PM8	Policy ED4	Amend criterion c) to: "... whether it is a temporary or permanent facility, ... ".	For clarity



North Devon Council

Report Date: 5th October 2021

Topic: Formation of Planning Policy Joint Committee

Report by: Head of Place Property and Regeneration and Solicitor

1. INTRODUCTION

1.1. Section 28 of the Planning and Compulsory Purchase Act 2004 enables two or more Local Planning Authorities to agree to prepare a joint Local Plan. North Devon Council (NDC) & Torrington District Council (TDC) resolved to review and update the North Devon & Torrington Local Plan 2011-2031 at Full Council Meetings of the 25th November 2020 (NDC) & 14th December 2020 (TDC) respectively.

1.2. The above resolution recommended that the governance arrangements for the preparation of the Local Plan be reviewed to ensure inclusive, effective, and efficient oversight and engagement. This report proposes the establishment of a Joint Planning Policy Committee to have oversight of the preparation, review and approval of Development Plan Documents and other functions relating to planning policy to facilitate efficient joint working on planning policy matters that affect the partner Councils.

2. RECOMMENDATIONS

2.1. That Members agree to the formation of a Joint Planning Policy Committee in accordance with the 'Agreement for a Joint Planning Policy Committee' appended to this Report (subject to a successful Torrington District Council resolution for the same).

2.2. That alternative arrangements for political balance under s17(1) Local Government and Housing Act 1989 are approved and that membership of the Joint Committee be as set out in the Agreement and as determined by Full Council.

3. REASONS FOR RECOMMENDATIONS

3.1. To put in place appropriate governance arrangements

4. REPORT

4.1 It is important that a Local Plan review is subject to robust governance arrangements to ensure appropriate oversight, critical review and engagement whilst balancing that requirement with a need for an efficient and effective process.



4.2 The Planning Advisory Service (PAS) were engaged to provide a 'Local Plan Gateway Review' in February 2021 with advice and recommendations being received in May 2021. This Review considered the challenges and opportunities that the Councils are facing in progressing the Local Plan Review and provides a summary of findings and recommended next steps.

4.3 In terms of governance arrangements, the Review stated '*The review of the current governance arrangements should be progressed as soon as possible. Streamlining of governance arrangements, such as through the establishment of a Joint Local Plan Committee, would support an efficient and effective way of maintaining momentum on progressing the updating of the adopted Local Plan and provide greater certainty in terms of the commitment to joint planning in the area. It would also enable a more effective use of Officer resources by only having to support, for the main part, on decision-making body*'.

Existing Governance Arrangements

4.4 The preparation of the current adopted Local Plan was effectively overseen by the advisory joint Local Plan Working Group, which discussed the draft policy options, policy wording, and evidence documents informally prior to being agreed formally and separately by each Council.

4.5 The terms of reference of the Working Group stated that the North Devon & Torridge Local Plan Working Group is a group of elected members who meet periodically to facilitate and promote efficient joint working on planning documents that affect North Devon & Torridge District Councils.

4.6 The Working Group comprises 8 Members; 4 from NDC and 4 from TDC, with the Chairperson being appointed annually and alternating between the two District Councils unless agreed by the Working Group as a whole. As the Working Group is advisory and has no delegated decision-making powers, the meetings lack public participation given the informal status of the Group.

4.7 This approach was effective at streamlining the time-consuming plan preparation process by minimising the number of reports to be taken to formal committees, however at points it had the effect of restricting active engagement to a more limited number of members. As the Working Group isn't a public facing formal Committee, the opportunities for transparency in the planning system are also reduced. Whilst the working group has provided suitable governance during the preparation of the adopted North Devon and Torridge Local Plan, given the requirement to review these governance arrangements, Officers have considered an alternative option.



Proposed Governance Arrangements

4.8 Since the formation of the Working Group, the social, economic, environmental, and political context has changed significantly as well as some uncertainty as to when and in what form planning reforms will take following the Government's Planning White Paper. National and Local changes that have taken place include (but are not limited to):

- Social & economic shifts due to COVID-19;
- Emergence of the Government's green agenda – the Environment Bill & 25 Year Environment Plan;
- Continuing planning reforms;
- National emphasis on housing delivery;
- Declaration of Climate & Biodiversity emergencies,
- Increasing emphasis on environmental considerations and carbon saving;
- Delivery of affordable housing and wider housing affordability / delivery;
- Issues of Coastal erosion & flooding;
- Changes and reforms to the agricultural sector;
- Changing context to the Tourism sector.

4.9 In order to ensure that the Development Plan and wider planning policy provides appropriate visions, strategies and policies to successfully shape how northern Devon develops, Governance arrangements should provide sufficient breadth of skills and experience to reflect a wide range of national and local issues in an efficient and effective manner. To this end, Officers have explored and propose the formation of a joint Planning Policy Committee.

4.10 A draft agreement for a joint Planning Policy Committee is appended to this report which seeks to ensure continuing equitable partnership working on planning policy between NDC & TDC. Given the range of matters considered within planning policy and to ensure that active Member engagement is widened, it is proposed that each Council will appoint seven Members as its nominated Members of the Joint Committee. The Membership will include the Leader of each Council, and Lead Members for Economy, Environment, Climate, Planning, Housing and Community from TDC with the equivalent from NDC, or such other members as TDC or NDC shall consider appropriate.

4.11 It is felt that making the Committee non-politically balanced will ensure flexibility in membership to further the objectives of the Joint Committee. A recommendation has been included to deal with this.

4.12 It is proposed that the Chairperson will be appointed annually, and alternate between the two District Councils, with the Council which has not appointed the Chairperson appointing a vice chairperson for that term. The



joint Committee would meet once every quarter, unless otherwise determined by the joint Committee. Continuing the theme of joint working, Officers have agreed Support Services for the Committee would be shared, with TDC providing Legal support & advice, and NDC providing Governance and secretarial support.

4.13 To be effective and efficient, it is proposed that the Joint Committee shall be responsible for and shall have delegated to it the following functions of the Partner Councils:

- The preparation, review and/or approval of
 - Development Plan Documents;
 - Supplementary Planning Documents;
 - Joint documents that supplement/complement the Development Plan Documents (Namely, Local Development Schemes, Statements of Community Involvement, Authority Monitoring Reports and Infrastructure Funding Statements);
 - The outcomes from policy performance monitoring and the need to undertake any resultant actions, on such matters as the maintenance of housing delivery rates and a joint five year land supply to required levels;
 - Proposals for delivery of key infrastructure (e.g. flood defences, link road improvements, health infrastructure) where there are clear cross boundary implications; and
 - Responses to consultations from the government, other authorities, external agencies and other bodies, including transportation related consultations, where they would have a significant impact on the delivery of the Local Plan or on the Districts' environment.
- The consideration and noting of associated evidence documents (for example, Sustainability Appraisals and Habitat Regulations Assessments)

4.14 The delegated powers referred to above will prevent the need for reports to be taken to each individual Full Council at key decision-making stages of the Local Plan as has historically been the case. However, the delegated powers are not proposed to extend to the final adoption of the Local Plan which will be referred back as a recommendation by the Joint Committee for a decision as to adoption by each individual Council. Such final adoption by the individual Full Councils is in accordance with regulation 4(1) and (3) of the Local Authorities (Functions and Responsibilities) (England) Regulations 2000.

4.15 In order to ensure flexibility, it is proposed that the joint Committee may appoint task teams or working groups to consider specific related matters. Such groups would not be individual decision making bodies but will report back to the Joint Committee.



4.16 North Devon & Torridge District Councils already successfully operate a joint Committee in the form of the North Devon Crematorium Joint Committee and it is considered the Joint Committee the subject of this report would likewise provide a successful joint governance mechanism.

- 4.17 The benefits of a Joint Committee are considered to include –
- Efficiency of process, with a single Committee being a decision-making body for key decision making stages up to, but not including final adoption;
 - Additional transparency and stakeholder engagement given the status as a formal Committee;
 - Wider breadth of Membership with experience and skills to contribute to successful consideration of local matters and Plan making;
 - Flexibility provided by potential task teams or working groups;
 - Provide further commitment to joint planning within northern Devon;
 - Efficient use of resources due to support services and costs being shared across the two Councils.
 - Flexibility for further joint working within the Committee structure such as possible future consideration of budget management.

5. RESOURCE IMPLICATIONS

5.1. There are none as costs will be shared by both authorities and will come from existing budgets and reserves

6. EQUALITIES ASSESSMENT

6.1. (Please detail if there are/are not any equalities implications anticipated as a result of this report. If so, please complete the Equality Impact Assessment Summary form available on Insite and email to the Corporate and Community Services Team at equality@northdevon.gov.uk).

6.2. There are no equality issues

7. CONSTITUTIONAL CONTEXT

7.1. Full Council has the power to agree new Committees

8. STATEMENT OF CONFIDENTIALITY

8.1. This report contains no confidential information or exempt information under the provisions of Schedule 12A of 1972 Act.

9. BACKGROUND PAPERS

9.1. The following background papers were used in the preparation of this report: (The background papers are available for inspection and kept by the author of the report).

Agreement attached



10. STATEMENT OF INTERNAL ADVICE

- 10.1. The author (below) confirms that advice has been taken from all appropriate Councillors and Officers: Leader and Deputy Leader, Solicitor, Director of Resources and Chief Executive

Dated

2021

NORTH DEVON DISTRICT COUNCIL

and

TORRIDGE DISTRICT COUNCIL

AGREEMENT FOR A JOINT PLANNING POLICY COMMITTEE

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THIS DEED is dated

Between

The parties to this Agreement are:

- (1) NORTH DEVON DISTRICT COUNCIL of Lynton House, Commercial Road, Barnstaple, Devon EX31 1DG (**NDDC**); and
- (2) TORRIDGE DISTRICT COUNCIL of Riverbank House, Bideford, Devon EX39 2QG (**TDC**).

Background

- (A) NDDC and TDC (referred to collectively in this Agreement as the **Partner Authorities**) are local authorities constituted by the Local Government Act 1972 (**1972 Act**).
- (B) The Partner Authorities have agreed to establish and to participate in a joint committee (**Joint Committee**) to facilitate a partnership to have oversight of the preparation, review and approval of the Development Plan Documents and perform other Agreed Functions in order to facilitate efficient joint working on planning matters that affect the Partner Authorities (**Partnership**).
- (C) The Partner Authorities have entered into this Agreement in reliance on the exclusive rights given to local authorities to undertake administrative arrangements of this nature in section 101, 102, 112 and 113 of the 1972 Act and the regulations made under the 1972 Act; together with the general power within section 1 of the Localism Act 2011.

Agreed terms

1. Definitions

1.1 In this Agreement the following terms shall have the following meanings:

Agreed Functions: those functions set out at Schedule 2 which have been delegated to the Joint Committee in the manner described in Schedule 1.

Chief Executive: an officer designated by a Partner Authority as the Partner Authority's head of paid service in accordance with section 4 of the Local Government Act 1989.

Commencement Date: the date of this Agreement.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation (GDPR) as enacted into English law and as revised and superseded from time to time; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) any other laws and regulations relating to the processing of personal data and privacy which apply

to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority.

EIR: Environmental Information Regulations 2004.

FOIA: Freedom of Information Act 2000.

Force Majeure Event: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to either party, either party's personnel or any other failure in either party's supply chain.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

Lead Authority: where applicable, the Partner Authority named as such for a Support Service in Schedule 3.

Non-Restricted Items: Items not including the disclosure of exempt information as defined in Schedule 12A of the Local Government Act 1972

Partnership Leader: the officer(s) with responsibility for managing the Agreed Functions on behalf of each of the Partner Authorities.

Permitted Recipients: The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement and any other permitted recipient as agreed by the parties.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Restricted Items: Items including the disclosure of exempt information as defined in Schedule 12A of the Local Government Act 1972

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

Section 151 Officer: the officer designated by a local authority as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972. **Support Services:** those services, detailed in Schedule 3, or any additional support services added in accordance with clause 3.2, which are required to assist the Joint Committee in the discharge of the Agreed Functions.

Terms of Reference of the Joint Committee: the terms of reference set out at Schedule 1.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes and e-mail.
- 1.8 Any obligation in this agreement not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. The Partnership

- 2.1 In exercise of their powers under sections 101(5) and 102 of the 1972 Act, sections 19 and 20 of the Local Government Act 2000, and all other enabling powers, the Partner Authorities agree to work together in the provision of Agreed Functions to be delivered through a Joint Committee which shall be constituted and conduct its business in accordance with this Agreement, including the Terms of Reference set out in Schedule 1 with effect from the Commencement Date.
- 2.2 The Partner Authorities shall each delegate and empower the Joint Committee to discharge on its behalf the Agreed Functions as set out in Schedule 2 and empowers the Joint Committee to arrange for the discharge of the Agreed Functions or any part or parts of them by any sub-committee or by any officer of the Partner Authorities so appointed and section 101(2) of the 1972 Act shall apply in relation to the Agreed Functions as it applies in relation to the functions of the Partner Authorities.

3. Support Services

- 3.1 Support Services shall be provided by the Partner Authorities as may be necessary to support the Joint Committee in the discharge of the Agreed Functions.

3.2 If either Partner Authority believes that additional Support Services may be required for the effective discharge of the Agreed Functions it shall consult the other Partner Authority to reach agreement as to the appropriate way of providing the additional Support Services. If the Partner Authorities are unable to agree the appropriate way of providing the additional Support Services the matter shall be dealt with in accordance with the dispute resolution procedure set out at clause 11.

4. Costs and liabilities in respect of the Joint Committee

4.1 All losses, claims, expenses, actions, demands, costs and liabilities incurred by the Joint Committee and in fulfilling obligations under this Agreement shall be shared by the Partner Authorities on such terms as may be agreed from time to time between the Partner Authorities.

4.2 Each Partner Authority shall (and hereby undertakes with the other Partner Authority to) indemnify the other Partner Authority against, and/or contribute to and pay a share of, all or any liabilities, claims, costs and/or expenses of or incurred by that Partner Authority arising out of, or in connection with, or in the course of, or as a result of, it being a member of the Joint Committee and fulfilling its obligations under this Agreement with the intent that the Partner Authority being indemnified and the other Partner Authority shall be jointly liable for all such liability to claims, costs and/or expenses unless otherwise agreed.

4.3 This clause 4 shall be subject to such indemnity, on the part of the Partner Authorities, not extending to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Partner Authority seeking to be indemnified:

4.3.1 breach by the Partner Authority of its obligations under this Agreement;

4.3.2 gross negligence;

4.3.3 gross misconduct;

4.3.4 persistent breach of law or duty (that is to say the Partner Authority persisted in the breach of law or duty after the same was drawn to its attention);

4.3.5 any act or omission known or that should have been known to the relevant Partner Authority to be contrary to proper practice as a local authority or local government law; or

4.3.6 substantial or persistent failure (after reasonable notice) to redress performance of the duties of the relevant Partner Authority to comply with the requirements or the standards of, or set out in, this Agreement.

4.4 For the avoidance of doubt such indemnity as is referred to in this clause 4 shall include, but not be limited to, matters relating to the employment and transfer of staff, losses, costs, expenses or liabilities arising from contracts with third parties and in relation to assets.

4.5 This clause 4 shall survive the expiry or determination of this Agreement.

5. Insurance

- 5.1 Each Partner Authority shall ensure that:
- 5.1.1 it maintains throughout the duration of this Agreement (or procures the taking out and maintenance of) adequate insurance to the levels set out in clause 5.2 and such other insurances which may be required by legislation;
 - 5.1.2 the insurance obtained is effective no later than the date on which the relevant risk commences;
 - 5.1.3 it is responsible for meeting, and promptly pays all costs of, all insurance premiums for the insurances referred to in clause 5.2; and
 - 5.1.4 upon written request it provides to the other Partner Authority making the written request:
 - 5.1.4.1 copies of all insurance policies required under this clause 5;
 - 5.1.4.2 evidence that all of the premiums payable under such insurance policies have been paid in full; and
 - 5.1.4.3 evidence that the insurances remain in full force and effect.
- 5.2 Each Partner Authority shall ensure that at all times an adequate level of insurance is maintained by it from the Commencement Date and throughout the duration of this Agreement in respect of the provision of the Agreed Functions.
- 5.3 Each Partner Authority warrants to the other that, as at the date of this Agreement:
- 5.3.1 it has provided a copy of this Agreement to its insurer; and
 - 5.3.2 upon receipt of a notice from an insurer to a Partner Authority that the terms of the insurances required under this clause 5 have changed or that the insurer withdraws its insurance that Partner Authority shall promptly notify the other and use its best endeavours to forthwith obtain replacement insurance at the levels as required under this clause 5.

6. Financial arrangements for the Joint Committee

- 6.1 The financial arrangements for the Joint Committee shall be as provided at Schedule 4 of this Agreement.
- 6.2 If any Partner Authority disagrees with the amount of their contribution payable in accordance with Schedule 4 then they may pursue the dispute resolution procedure set out in clause 11 or may terminate their involvement in the Joint Committee in accordance with clause 10.
- 6.3 The section 151 officer of each Partner Authority, and other officers authorised by the section 151 officer, shall have access at all reasonable times, and with due notice, to the relevant financial records of the Partner Authorities and shall be entitled to seek explanations concerning queries relating thereto.
- 6.4 In addition to clause 6.3, for the purposes of carrying out an audit appropriately authorised staff of a Partner Authority, or third party organisations appointed

by a Partner Authority for this purpose, may access all records, assets, personnel and premises, including those of partner organisations and shall have the authority to obtain such information and explanations as they consider necessary to fulfil their auditing responsibilities.

7. Duration of the Agreement

This Agreement shall come into force on the Commencement Date and shall continue until terminated in accordance with the provisions of this Agreement.

8. Variations to this Agreement

8.1 Any of the Partner Authorities may request a variation to this Agreement by making a request in writing to the Lead Authority for governance and secretarial Support Services.

8.2 The Lead Authority for governance and secretarial Support Services shall circulate the request to each of the Partner Authorities within 10 Working Days of receipt of the request for consideration and approval by the Partner Authorities.

8.3 If all of the Partner Authorities approve the variation then the Lead Authority for governance and secretarial Support Services shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by all of the Partner Authorities and such change shall only take effect upon completion of that Deed of Variation and the costs associated with the preparation of such a Deed of Variation shall be shared equally between the Partner Authorities.

8.4 If one of the Partner Authorities does not approve the change then the change to this Agreement shall not occur.

9. Withdrawal from the Joint Committee

9.1 Any Partner Authority which wishes to withdraw from the Joint Committee shall give not less than 6 months' notice to the other Partner Authority, including the Lead Authority for governance and secretarial Support Services, of its intention to do so. The relevant Lead Authority for governance and secretarial Support Services shall consult the other Partner Authority they are serving notice on to give due consideration to:

9.1.1 any loss of funding which may arise from such withdrawal to include any non-payment, clawback or repayment of such funding; and

9.1.2 any other loss, liability, damage, claim or expense

which would be incurred by the Partner Authority upon which notice has been served by reason of such withdrawal from the Joint Committee.

9.2 The Partner Authority wishing to withdraw from the Joint Committee undertakes, as a condition of such withdrawal, to make, prior to withdrawal, such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Partner Authority pursuant to clauses 4, 6 and 9.1 above and no notice under this clause 9 shall take effect unless and until such payment has been made.

9.3 The Joint Committee reserves the right to recover from the other party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after that party's withdrawal from this Agreement.

9.4 Where a party's withdrawal brings about a decision to terminate this Agreement, the provisions of clause 10 shall apply.

10. Termination of this Agreement

10.1 The Partner Authorities agree that this Agreement may be determined upon terms agreed by both Partner Authorities.

10.2 In the event of termination of this Agreement:

10.2.1 any Partner Authority shall supply to the other Partner Authority, when requested, any information which the other Partner Authority requires for the continued provision by that other party of any of the Agreed Functions;

10.2.2 without prejudice to clause 17 below, any Intellectual Property Rights created under this Agreement shall be owned by the Partner Authorities in equal proportions; and

10.2.3 each of the Partner Authorities shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Partner Authority pursuant to this Agreement on the basis set out in clauses 4, 6 and 9.

10.3 It shall be the duty of both of the parties to try to minimise any losses arising from the determination of this Agreement.

11. Internal Dispute Resolution

11.1 The Partner Authorities (and where the context requires, the Chief Executives of the Partner Authorities) undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.

11.2 Any dispute or difference shall, in the first instance, be referred to the relevant Partnership Leader to resolve in liaison with both Partner Authorities. In the event that such matters cannot be resolved within 10 Working Days it shall be referred to the Chief Executives and, in default of agreement, it shall be referred to the Joint Committee for determination.

11.3 In the event of any dispute or difference between the Partner Authorities relating to this Agreement which it has not been possible to resolve through the decision making processes of the Joint Committee (whether this be a matter of interpretation or otherwise) the matter shall be referred to arbitration in accordance with clause 12.

12. Arbitration

If at any time any dispute or difference shall arise between the Partner Authorities, or any of them, which they are not able to resolve in accordance

with this Agreement the same shall be referred to and settled by a single arbitrator to be appointed by agreement by the Partner Authorities; or in default of agreement, nominated by application of the Partner Authorities by application of either of the Partner Authorities by the Secretary of State where the dispute or difference relates to costs and expenses arising under this Agreement, or by the President of the Law Society of England and Wales in respect of any other matter.

13. Notices

13.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent to the recipient by:

13.1.1 Hand delivering to the address set out at the beginning of this Agreement (or such other address as may be notified in writing from time to time);

13.1.2 pre-paid first class post to the address set out at the beginning of this Agreement (or such other address as may be notified in writing from time to time);

13.1.3 by e-mail to the address as may be notified in writing from time to time.

13.2 Any such demand, notice or other communication shall be deemed to have been duly served:

13.2.1 if delivered by hand, when left at the proper address for service;

13.2.2 if given or made by pre-paid first class post, two Working Days after being posted;

13.2.3 if sent by facsimile, at the time of transmission provided that a confirmatory copy is, on the same day that the facsimile is transmitted, sent by pre-paid first class post in the manner provided for in clause 13.1; or

13.2.4 if sent by e-mail, at the time of transmission

provided, in each case, that if the time of such deemed service is either after 4.00pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00am on the next Working Day.

14. Freedom of Information

14.1 The Partner Authorities acknowledge that each is subject to the requirements of the FOIA and the EIR.

14.2 In accordance with clause 14.1 the Partner Authorities shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.

14.3 The Partner Authorities acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Authorities shall take reasonable steps to notify one another of a Request For Information (in

accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Authority that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

15. Data Protection

- 15.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) may disclose to the other party (the **Data Recipient**) any Personal Data collected by the Data Discloser for the Agreed Functions.
- 15.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 15.3 Particular obligations relating to data sharing. Each party shall:
 - 15.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of Personal Data to the Permitted Recipients for the Agreed Functions;
 - 15.3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 15.3.3 process Personal Data only for the Agreed Functions;
 - 15.3.4 not disclose or allow access to Personal Data to anyone other than the Permitted Recipients;
 - 15.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - 15.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - 15.3.7 not transfer any Personal Data outside the UK unless the transferor:
 - 15.3.7.1 complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and

- 15.3.7.2 ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.
- 15.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 15.4.1 consult with the other party about any notices given to data subjects in relation to Personal Data;
 - 15.4.2 promptly inform the other party about the receipt of any data subject access request;
 - 15.4.3 provide the other party with reasonable assistance in complying with any data subject access request;
 - 15.4.4 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - 15.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 15.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 15.4.7 at the written direction of the Data Discloser, delete or return any Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - 15.4.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 15.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.4 and allow for audits by the other party or the other party's designated auditor; and
 - 15.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
- 15.5 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection

Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

16. Audit

16.1 Any accounts and/or documents relating to any Agreed Function and this Agreement shall be the subject of audit by any external auditor appointed by any of the Partner Authorities and shall be open to inspection by any external auditor appointed by the Audit Commission.

16.2 Any increased cost in undertaking any audit relating to the Agreed Functions and this Agreement shall be shared pro rata between the Partner Authorities on such terms as may be agreed by the Partner Authorities.

17. Intellectual Property

17.1 The Partner Authorities intend that, notwithstanding any secondment, any Intellectual Property Rights created in the course of carrying out any of the Agreed Functions shall vest in the Partner Authority whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of all of the Partner Authorities, in the party that is the agreed lead party for that part of the Agreed Function that the Intellectual Property Rights relates to).

17.2 Where any Intellectual Property Rights vest in either Partner Authority in accordance with the intention set out in clause 17.1 above, that Partner Authority shall grant an irrevocable licence to the other Partner Authority to use those Intellectual Property Rights for the purposes of the Agreed Function.

18. Force Majeure

All parties shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable whereupon all money due to any party under this Agreement shall be paid immediately and clause 8 shall apply as if both Partner Authorities in membership of the Joint Committee had agreed to determine this Agreement.

19. Severability

19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

19.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Successors

This Agreement shall be binding upon, and shall endure to the benefit of, each party's successors and permitted assigns.

21. Relationship of the parties

Each of the parties is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of a legal partnership or of principal/agent or of employer/employee. Except to the extent expressly permitted by the terms of this Agreement or where otherwise expressly authorised in writing, no party shall have any right or authority to act on behalf of another party or to bind another party by contract or otherwise.

22. Third party rights

The parties agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

23. Entire agreement

23.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

24. Governing law

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a **DEED** by the
affixing of the **COMMON SEAL** of
NORTH DEVON DISTRICT
COUNCIL

in the presence of:

.....

Authorised Signatory

EXECUTED as a **DEED** by the
affixing of the **COMMON SEAL** of
TORRIDGE DISTRICT COUNCIL

in the presence of:

.....

Authorised Signatory

SCHEDULE 1

Terms of Reference of the Joint Committee

1. Each of the Partner Authorities shall appoint seven members (being elected members of that Partner Authority) as its nominated members of the Joint Committee. The members appointed shall have full voting rights. The members appointed must include:
 - 1.1 the Leader of each Partner Authority; and
 - 1.2 Lead Members for Economy, Environment, Climate, Planning, Housing and Community or such other members from TDC as TDC shall consider appropriate with the equivalent or such other members from NDDC as NDDC shall consider appropriate.
2. Each Partner Authority may nominate one or more substitute members to attend any meeting in place of an appointed member from that Partner Authority and notification being given to the Lead Authority responsible for governance and secretarial Support Services, before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend. If all of a Partner Authority's nominated members attend a meeting of the Joint Committee, any named substitute may also attend as an observer but shall not be entitled to vote.
3. Each member of the Joint Committee shall comply with the Code of Conduct of their Partner Authority when acting as a member of the Joint Committee.
4. Each of the Partner Authorities may remove any of its nominated members or substitute members of the Joint Committee and appoint a different member or substitute to the Joint Committee by giving written notice to the Lead Authority for governance and secretarial Support Services.
5. Each Partner Authority shall have seven votes. These shall be exercised by the nominated members who are elected members of the Partner Authority. In the absence of a Partner Authority's nominated member, a vote may be exercised by the named substitute who is an elected member of the Partner Authority.
6. Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Partner Authority but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Partner Authority appointing him or her as a member of the Joint Committee.
7. Any casual vacancies howsoever arising shall be filled by the Partner Authority from which the vacancy arises by notice in writing sent to the Lead Authority for governance and secretarial Support Services.
8. Meetings of the Joint Committee shall be held at the offices of the member appointed as chairperson, unless otherwise agreed by the Joint Committee.

9. The Partner Authority hosting the first meeting shall appoint one of its nominated members as chairperson and that member shall remain chairperson until the first meeting taking place after the elapse of one year from the time of his or her appointment unless he or she ceases to be a member of the Joint Committee. On the expiry of the first chairperson's term of office as chairperson, the Partner Authority which did not appoint the first chairperson shall appoint one of its nominated members as chairperson for a period of one year from the time of his or her appointment. The same procedure shall be followed for the appointment of chairperson in subsequent years.
10. The Partner Authority which has not appointed the chairperson of the Joint Committee in any year shall appoint one of its nominated members as vice chairperson.
11. The Joint Committee shall meet once every quarter unless otherwise determined by the Joint Committee.
12. The Lead Authority for governance and secretarial Support Services may call additional meetings by providing at least five clear days' notice to members of the Joint Committee, for the purposes of resolving urgent matters arising between the bi-monthly meetings of the Joint Committee. The Lead Authority for governance and secretarial Support Services must call a meeting of the Joint Committee if at least five members of the Joint Committee from each Partner Authority requests it or if the Chief Executive of both Partner Authorities requests it.
13. Meetings shall be notified to members of the Joint Committee by the Lead Authority for governance and secretarial Support Services.
14. The Lead Authority for governance and secretarial Support Services shall publish the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting.
15. The Lead Authority for governance and secretarial Support Services shall send, electronically, to all members and relevant officers of each Partner Authority, the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting.
16. The Lead Authority for governance and secretarial Support Services shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall arrange for an officer to present them to the Joint Committee at its next meeting for approval as a correct record. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chairperson and vice chairperson.
17. Meetings of the Joint Committee will commence at 10.00am unless otherwise agreed by the Joint Committee. Meetings of the Joint Committee shall end no later than 1.00pm unless otherwise agreed by the Joint Committee.

18. A meeting of the Joint Committee shall require a quorum of seven members with a minimum of three members, who are entitled to attend and vote, coming from one Partner Authority with the remainder, to make the meeting at least quorate, from the other Partner Authority. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
19. Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Partner Authority members of the Joint Committee immediately present and voting thereon. Subject to the provisions of any enactment, in the case of an equality of votes the chairperson shall have a second or casting vote but, before exercising this, the chairperson shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.
20. Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
21. A member, when speaking, shall address the chairperson. If two or more members wish to speak, the chairperson shall call on one to speak. While a member is speaking all other members shall remain silent.
22. A member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
23. Only one amendment to a proposal may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion has been disposed of, providing the chairperson may permit two or more amendments to be discussed (but not voted on) together if circumstances suggest that this course would facilitate the proper conduct of the Joint Committee's business.
24. If an amendment is lost, other amendments may be moved on the original motion. If an amendment is carried, the motion, as amended, shall take the place of the original motion and shall become the motion upon which any further amendment may be moved.
25. The order of business shall be indicated in the agenda for the meeting.
26. When a motion is under debate by the Joint Committee no other motion shall be moved except the following:
 - 26.1 to amend the motion;
 - 26.2 to adjourn the meeting;
 - 26.3 to adjourn the debate;
 - 26.4 to proceed to the next business;
 - 26.5 that the question may now be put;
 - 26.6 that a member shall not be further heard;

- 26.7 by the chairperson, that a member leave the meeting;
- 26.8 a motion under section 100(A)(4) of the Local Government Act 1972 to exclude the public; or
- 26.9 to postpone consideration on an item.
- 27. A member may move without comment at the conclusion of a speech of another member, "That the Committee proceed to the next business", "That the question may now be put", "That the debate is now adjourned", or "That the Committee now adjourn", on the seconding of which the chair shall proceed as follows:
 - 27.1 on a motion to proceed to next business: unless in his/her opinion the matter before the meeting has been insufficiently discussed to put to the vote, the motion to proceed to next business;
 - 27.2 on a motion that the question may now be put: unless in his/her opinion the matter before the meeting has been insufficiently discussed he/she shall first put to the vote the motion that the question may now be put; or
 - 27.3 on a motion to adjourn the debate or meeting: if in his/her opinion the matter before the meeting has not been sufficiently discussed and cannot reasonably be sufficiently discussed on that occasion put the adjournment motion to the vote.

The ruling of the chair shall not be open for discussion.

- 28. Any member of the Partner Authorities who is not a member of the Joint Committee is entitled to attend the Joint Committee and make representations in respect of Non-Restricted and Restricted Items by leave of the chairperson (but shall not be entitled to vote or take part in the consideration or discussion of any business), and comments will be recorded only on the direction of the chairperson.
- 29. The following elected representatives are entitled to attend the Joint Committee and make representations in respect of Non-Restricted Items to the Joint Committee by leave of the chairperson (but shall not be entitled to vote or take part in the consideration or discussion of any business) and comments will be recorded only on the direction of the chairperson:
 - 29.1 Members of parish councils within the districts of the Partner Authorities;
 - 29.2 Members of Devon County Council; and
 - 29.3 Members of Parliament for the residents of the Partner Authorities.
- 30. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 32.
- 31. Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on Non-Restricted Items contained within the agenda for the meeting shall be given the opportunity to do so subject to:
 - 31.1 the opportunity being extended to one or more person(s) at the discretion of the chairperson to speak in support of each agenda item and one or more

- person(s) at the discretion of the chairperson to speak against each agenda item when called to do so by the chairperson;
- 31.2 an indication of the desire to speak on the agenda item being made by the person in writing not less than two days before the scheduled Committee Meeting. The written request must be sent by e-mail to memberservices@northdevon.gov.uk or such other address as provided by the Lead Authority for governance and secretarial support;
 - 31.3 each person addressing the Joint Committee or sub-committee of the Joint Committee being limited to three minutes' speech;
 - 31.4 in the event of the person having registered to speak on an agenda item not wishing to take up their right to speak on the agenda item because it was deferred, that person will automatically be given the right to speak on the agenda item at the next meeting of the Joint Committee or sub-committee of the Joint Committee; and
 - 31.5 the chairperson of the meeting having discretion to rule that a person wishing to address the meeting shall not be heard if, in the chairperson's view, that issue or the organisation or the person wishing to make the representation on that issue has received an adequate hearing.
32. In accordance with the requirements of the 1972 Act, the public or press must be excluded from a meeting by resolution of the Joint Committee during an item of business if that item includes:
 - 32.1 confidential information, as defined in section 100A(3) of the 1972 Act; or
 - 32.2 exempt information, as defined in section 100I of the 1972 Act.
 33. The Joint Committee may delegate a function to an officer.
 34. The Joint Committee may appoint such task teams or working groups as they consider appropriate in order to consider and report to the Joint Committee on specific matters.
 35. Any contractual arrangements that relate to an Agreed Function will be undertaken by one of the Partner Authorities and that Partner Authority shall apply its own financial regulations and contract procedure rules to such an arrangement. The Partnership Leader of the Partner Authority that is incurring the expenditure will normally determine which of the Partner Authority's financial regulations and contract procedure rules will apply and, in the event of any dispute or uncertainty, the matter should be referred to the Chief Executives for determination.
 36. The Lead Authority responsible for governance and secretarial Support Services shall provide administrative support services to the Joint Committee on such terms as may be agreed from time to time between the Partner Authorities. The Partner Authorities shall make available committee officers to provide administrative services at the meetings of the Joint Committee as appropriate and in consideration of where the meetings are being held.

Agenda Item 6

Appendix A

37. The Lead Authority for legal Support Services shall provide the Joint Committee with legal advice and support on such terms as may be agreed from time to time between the Partner Authorities.
38. The Lead Authority for financial Support Services shall provide the Joint Committee with financial advice and support on such terms as may be agreed from time to time between the Partner Authorities.

SCHEDULE 2 Agreed Functions

1. The Joint Committee shall be responsible for and shall have delegated to it the following functions of the Partner Authorities:
 - 1.1 The preparation, review and/or approval of
 - 1.1.1 Development Plan Documents;
 - 1.1.2 Supplementary Planning Documents;
 - 1.1.3 Joint documents that supplement/complement the Development Plan Documents (Namely, Local Development Schemes, Statements of Community Involvement, Authority Monitoring Reports and Infrastructure Funding Statements);
 - 1.1.4 The outcomes from policy performance monitoring and the need to undertake any resultant actions, on such matters as the maintenance of housing delivery rates and a joint five year land supply to required levels;
 - 1.1.5 Proposals for delivery of key infrastructure (e.g. flood defences, link road improvements, health infrastructure) where there are clear cross boundary implications; and
 - 1.1.6 Responses to consultations from the government, other authorities, external agencies and other bodies, including transportation related consultations, where they would have a significant impact on the delivery of the Local Plan or on the Districts' environment.
 - 1.2 The consideration and noting of associated evidence documents (for example, Sustainability Appraisals and Habitat Regulations Assessments)
 - 1.3 Such other functions related to the above listed Agreed Functions which it is agreed between the Partner Authorities should be included as an Agreed Function.
2. The delegated powers referred to above in paragraph 1.1 shall be limited to the preparation of agreed Development Plan Documents but shall not include the final adoption of such Development Plan Documents which shall be reserved to the respective Partner Authorities and referred back as a recommendation by the Joint Committee for a decision as to adoption by the respective Partner Authorities. The Joint Committee shall take account any reservations or objections subsequently received from either Partner Authority before referring the Development Plan Documents back for adoption.
3. The Joint Committee shall act in the manner laid down in the Terms of Reference of the Joint Committee as set out in Schedule 1.
4. The Joint Committee shall act as the ultimate arbiter in the case of unresolved disputes between the Partner Authorities unless such matters are referred to arbitration pursuant to clause 12.
5. It has been agreed that the Agreed Functions as referred to in paragraph 1 should be delivered in the manner laid down in this Agreement.

SCHEDULE 3
Support Services

1. To enable the Partnership to function effectively the Joint Committee shall require the following key Support Services from the Partner Authorities:
 - 1.1 legal support and advice; and
 - 1.2 governance and secretarial support.
2. Each Support Service shall, from the Commencement Date, be provided by the following identified Lead Authority, which may be varied during the term of this Agreement by written agreement between the Partner Authorities:

Support Service	Lead Authority
Legal support and advice	TDC
Governance and secretarial support	NDDC

SCHEDULE 4

Financial Arrangements

1. Joint Committee costs

Annual costs relating to the Joint Committee shall be shared in equal proportions between the Partner Authorities, this shall include (but shall not be limited to):

- 1.1 administrative costs of the Joint Committee;
- 1.2 costs of room booking, refreshments and any Joint Committee events (e.g. training).
- 1.3 any other incidental expenses of the Joint Committee or Joint Committee members.