APPLICATION NO:

CLE/2002/8230

LOCATION:
Land North Of Lands End Public House Park Lane, Whistley Green Hurst.

APPLICANT:
Lafarge Aggregates Ltd David L Walker Chartered Surveyors

PROPOSAL:
Application for a certificate of lawful existing use to use area of car park for angling club members.

EARLIEST DATE FOR DECISION: **30/01/2003**

APPLICATION WILL HAVE EXPIRED ON:
14/02/2003

CASE OFFICER: **Mike Hamlin**

APPROVED

WOKINGHAM DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990, SECTION 191/192
AS AMENDED BY SECTION 10 OF THE PLANNING AND COMPENSATION ACT 1991

TOWN & COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER, 1995: ARTICLE 24

Notification of Approval of Certificate of Lawful Existing Use

Lafarge Aggregates Ltd
David L Walker Chartered Surveyors
Albion House
89 Station Road
Eckington
Sheffield S21 4FW

Application Number: CLE/2002/8230

The Wokingham District Council hereby certify that on 17/09/2003 the use described in the First Schedule hereto in respect of the land specified in the Second Schedule hereto, and edged red would have been lawful within the meaning of Section 191/192 of the Town and Country Planning Act 1990 (as amended), for the following reason:

Reason
The applicant has demonstrated, on the balanced of probability, that the use has existed on site for at least ten years and that it continues to exist.

FIRST SCHEDULE

Proposal: Application for a certificate of lawful existing use to use area of car park for angling club members.

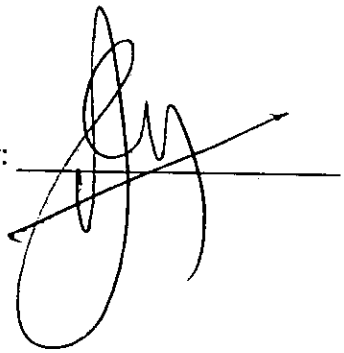
SECOND SCHEDULE

Site Address: Land North of Lands End Public House, Park Lane, Whistley Green, Hurst.

Signed

T. G Watson

Trevor Watson
Development Control Manager
Date: 17/09/2003
On behalf of Wokingham District Council, Shute End, Wokingham, Berkshire RG40 1WR

Notice checked by: 

APPENDIX

Appeal provisions of Sections 195 and 196 of the Town and Country Planning Act 1990, as amended by paragraphs 32 and 33 of Schedule 7 to the Planning and Compensation Act 1991 and paragraph 4 of Schedule 4 to the Planning (Consequential Provisions) Act 1990.

Appeals against refusal or failure to give decision on application.

195 - (1) Where an application is made to a local planning authority for a certificate under Section 191 or 192 and -

(a) the application is refused or is refused in part, or

(b) the authority do not give notice to the applicant of their decision on the application within such period as may be prescribed by a development order or within such extended period as may at any time be agreed upon in writing between the applicant and the authority, the applicant may by notice appeal to the Secretary of State.

(2) On any such appeal, if and so far as the Secretary of State is satisfied -

(a) in the case of an appeal under subsection (1) (a), that the authority's refusal is not well-founded, or

(b) in the case of an appeal under subsection (1) (b), that if the authority had refused the application their refusal would not have been well-founded,

he shall grant the appellant a certificate under Section 191 or, as the case may be, 192 accordingly or, in the case of a refusal in part, modify the certificate granted by the authority on the application.

(3) If and so far as the Secretary of State is satisfied that the authority's refusal is or, as the case may be, would have been well-founded, he shall dismiss the appeal.

(4) References in this section to a refusal of an application in part include a modification or substitution of the description in the application of the use, operations or other matter in question.

(5) For the purposes of the application of section 288(10) (b) in relation to an appeal in a case within subsection (1) (b) it shall be assumed that the authority decided to refuse the application in question.

(6) Schedule 6 applies to appeals under this section.

Further provisions as to references and appeals to the Secretary of State.

196 - (1) Before determining an appeal to him under Section 195(1), the Secretary of State shall, if either the appellant or the local planning authority so wish, give each of them an opportunity of appearing before, and being heard by, a person appointed by the Secretary of State for the purpose.

(2) Where the Secretary of State grants a certificate under Section 191 or 192 on such an appeal, he shall give notice to the local planning authority of that fact.

(3) The decision of the Secretary of State on such an appeal shall be final.

(4) The information which may be prescribed as being required to be contained in a register kept under Section 69 shall include information with respect to certificates under Section 191 or 192 granted by the Secretary of State.

(8) Subsection (5) of Section 250 of the Local Government Act 1972 (which authorises a Minister holding an inquiry under that section to make orders with respect to the costs of the parties) shall apply in relation to any proceedings before the Secretary of State on an appeal under Section 195 as if those proceedings were an inquiry held by the Secretary of State under Section 250.

WORK SHEET FOR : ~~Mike Hamlin~~ Ted Clover

Application Number : CLE/2002/8230

Applicant : Lafarge Aggregates Ltd David L Walker Chartered Surveyors.

Location : Land North Of Lands End Public House, Park Lane, Whistley Green, Hurst.

Proposal : Application for a certificate of lawful existing use to use area of car park for angling club members.

Site Notice Displayed ? :

YES	NO	DATE
✓		7/1/03

Date of Neighbour Notifications : 7/1/03

Date of Site Visit : 16/7/03

Date Registered : 20/12/2002

Earliest Date for Decision : 30/01/2003

Latest Consultation Date/Site Notice Expiry Date : 30/01/2003

This application will have expired on: 14/02/2003. You need to make a decision 1 day prior to this date for this application to count as determined in less than 8 weeks.

Consultation Responses :

St. Nicholas Hurst PC - no comment 27/1/03

Ramblers Association - no objection 4/2/03

Cllr Drake - seeks refusal no reasons given 10/1/03

Legal services - agree CLEUD can be issued 5/9/03

Planning Issues :

See appraisal.

Application Number CLE/2002/8230
Conditions/Reasons for Refusal N/A

No	Std Con	Std Reas	Non Std Conditions / Reasons for Refusal
	The applicant has demonstrated, on the balance		
	of probability, that the use has existed on unit		
	for at least ten years and that it continues to		
	exist.		

Application Number: CLE/2002/8230

Appraisal :

The evidence accommpanying the application takes the form of affadavids by two users of the car park, they state that the car park was in regular use between 1980 and 1994. The application then relies on the fact that since 1994 the lakes south of Whistley Mill Lane have been leased by the Twyford and District Fishing Club. The car park is specifically mentioned in the lease as being the only place cars are allowed to park on the site. On the balance of probability I am happy to accept that this car park has been in use for at least 20 years. It probably started life as a piece of level ground just off the public highway which people fishing in the flooded mineral workings pulled their cars onto. It has probably become a little more established and formal since the lakes south of the where formally leased to the fishing club.

Recomendation : Approval: ☑ **Refusal:** ☐

(tick appropriate box)

RECORD OF SITE VISIT

Ted Clover

SITE ADDRESS: Land North Of Lands End Public House Park Lane Whistley Green Hurst.

APPLICATION NUMBER: CLE/2002/8230

OFFICER: ~~Mike Hamlin~~

DATE OF SITE VISIT: 16/7/03

1 SITE/STATUTORY NOTICE DISPLAYED ? Yes

2. DESCRIPTION OF SURROUNDINGS

Former quarry

3. DESCRIPTION OF SITE/BUILDING

grassed area adjacent to Whistley Mill Lane

4. RELATIONSHIP TO ADJOINING PROPERTIES

None

5. SITE CONSTRAINTS

TREES

ACCESS/PARKING

LEVELS

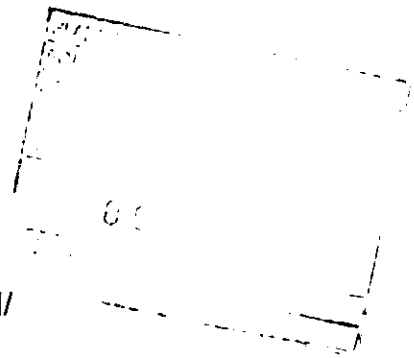
BOUNDARY TREATMENT - adjacent areas to be planted as part of approved final restoration scheme for the Quarry.

OTHERS

WOKINGHAM DISTRICT COUNCIL

SUPPORT SERVICES DEPARTMENT
LEGAL SERVICES

MEMORANDUM



TO: Ted Clover
Minerals and Waste

MY REF: CJL/CEM/
EXT 6524

FROM: Colin Lawley
Principal Solicitor

YOUR REF:

DATE: 5 September 2003

RE: APPLICATION FOR A CERTIFICATE OF LAWFUL USE
CAR PARK FOR ANGLING CLUB
LAND NORTH OF LANDS END PUBLIC HOUSE, PARK LANE, WHISTLEY GREEN, HURST

I refer to your memorandum dated 20th August.

I agree that a Certificate of Lawful Use should be issued in this case.

I return the various papers with this memorandum.

Colin Lawley

WOKINGHAM DISTRICT COUNCIL

PLANNING SERVICES

M E M O R A N D U M

FROM :	**Ted Clover** **Minerals and Waste**	**MY REF :** **☎**	**CLE/2002/8230** **6229**
TO :	**Colin Lawley** **Legal Services**	**YOUR REF :**	
		DATE :	**20 August 2003**
cc:			

Application for a Certificate of Lawful use
Car Park for Angling Club,
Land North of Lands End Public House, Park Lane, Whistley Green, Hurst

Although the above application was received before Christmas, I am assuming that you have not actually been consulted. I have considered it and am of the view that on the balance of probability the car park has been in existence and use for at least the last 10 years. Please find attached a copy of an email to Trevor Watson, which summarises my thoughts on the application.

No objections or contrary evidence has been put forward as a result of advertising the application or carrying out consultations.

You should also be aware that an amendment to the approved restoration plan for this quarry to include provision for this car park has recently been approved.

I would be grateful to receive confirmation that you would have no objection to a Certificate of Lawful Use being issued.

If you have any queries my contact details, when I am not in the District Council Offices, can be found on the bottom of the attached email.

EC

Ted Clover,
Minerals and Waste Planning Officer.

David L. Walker

Chartered Surveyors

Albion House 89 Station Road Eckington Sheffield S21 4FW
Telephone: +44 (0) 1246 431749 Fax: +44 (0) 1246 431868
Email: dlwalker@btinternet.com

V.A.T Registration No. 600 0944 90

PLANNING SERVICES 70829
POL
DC TC
APP
CS
07 JUL
COPIES TO

Our Ref: DLW/SLF – T4/2

4 July 2003

For the attention of the Senior Minerals and Waste Planning Officer

Wokingham District Council
Environmental Services Department
PO Box 157
Shute End
Wokingham
Berkshire
RG40 1WR

Dear Sir

LAFARGE AGGREGATES LIMITED – CAR PARKING AREA AT WHISTLEY GREEN, HURST, TWYFORD, BERKSHIRE

Further to the above and our letters of 18 December 2002 and 29 April 2003 could you please update us as to the current position of the application as we would like to conclude this long outstanding matter.

We look forward to hearing from you as soon as possible.

Yours faithfully

David L Walker Chartered Surveyors.

David L Walker Chartered Surveyors
Agent for Lafarge Aggregates Limited

RICS

David L. Walker

Chartered Surveyors

Albion House 89 Station Road Eckington Sheffield S21 4FW
Telephone: +44 (0) 1246 431749 Fax: +44 (0) 1246 431863
Email: dlwalker@btinternet.com

V.A.T Registration No. 600 0944 90

68654

Our Ref: DLW/SLF – T4/2

29 April 2003

~~For the attention of Tanya Davies~~
Senior Minerals and Waste Planning Officer

Wokingham District Council
Environmental Services Department
PO Box 157
Shute End
Wokingham
Berkshire
RG40 1WR

Dear Ms Davies

LAFARGE AGGREGATES LIMITED – CAR PARKING AREA AT WHISTLEY GREEN, HURST, TWYFORD, BERKSHIRE

Further to the above and our letter of 18 December 2002 could you please update us as to the current position of the application as we would like to conclude this matter.

We look forward to hearing from you.

Yours sincerely

pp D L Walker
David L Walker Chartered Surveyors
Agent for Lafarge Aggregates Limited

RICS

Carol Hurst

From: Chris King [christopher.king6@ntlworld.com]
Sent: 04 February 2003 15:10
To: Wokingham Development Control
Subject: App-CLE/20028230-Land Park Lane, Whistley Green, Hurst

WOKINGHAM UNITARY
Aiming for Excellence

65759
M&H

Mr CJ King
49 Denmark Avenue
Woodley
RG5 4RS

0118-375-7480

Attn - Mike Hamlin - Development Control Officer

App - CLE/2002/8230

Proposed - Application for certificate of lawful existing use to use area for car part for angling club members.

I have reviewed the above plans for the Ramblers Association and have no objections.

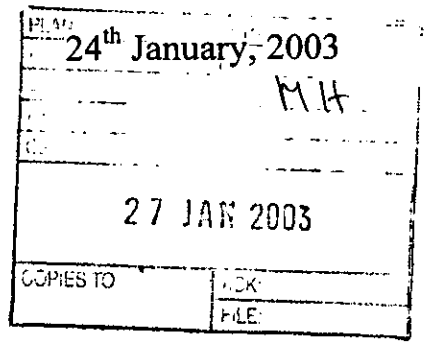
Yours sincerely

Chris King
Loddon Valley Ramblers
Footpath, Countryside and Access Secretary

Loddon Valley Rambler is a branch of the Ramblers Association.

ST. NICHOLAS HURST PARISH COUNCIL

Clerk: Mr. R. Wardle, D.M.A., F.C.I.S., M.C.M.I.
Glenrocques, 52 Altwood Road, Maidenhead, Berkshire, SL6 4PZ
Telephone/Fax: (01628) 628485



Development Control Manager,
Wokingham District Council,
Planning Services,
P.O. Box 157,
Shute End,
Wokingham, RG40 1WR

For the attention of Mike Hamlin

Dear Mr. Hamlin,

Application No. CLE/2002/8230

I refer to the above-mentioned Application by Lafarge Aggregates Ltd., in respect of land north of Lands End Public House, Park Lane, Whistley Green, Hurst: application for certificate of lawful existing use to use area of car park for angling club members.

My Council have no comment to make on the application.

Yours sincerely,

Clerk

LISTING FORM

Case officer: **Mi[redacted]Hamlin** Application Number: **CLE/2002/8[redacted]**

Land North Of Lands End Public House, Park Lane, Whistley Green, Hurst.

Application for a certificate of lawful existing use to use area of car park for angling club members.

I wish this application to be listed should the officers recommendation be for: ~~GRANT/REFUSAL~~ Refusal

and my reasons are:

Should the officers recommendation be in accordance with my views I am happy for the application to be determined under delegated powers. YES/NO

Signed: [signature] Date: 10.1.03.

Councillor Drake

PLAN	
PO	TLS
	ENF
APP	
CS	
23 JAN 2003	
COPIES TO	ACK
	FILE

POSITIVE ABOUT DISABLED PEOPLE

INVESTOR IN PEOPLE

Mike

Hamlin

Enforcement

Application Number: CLE/2002/8230

Case Officer : MH

Valid Date :	20/12/02

Map No :	38
Site Area :	0.04
Received Date: 20/12/2002	

Level : Delegated Application

Description : Application for a certificate of lawful existing use to use area of car park for angling club members.

Location : Land ~~North~~ East Of Lands End Public House, Park Lane, Whistley Green, Hurst.

Parish : SA **Ward : HUR**

Applicant : Lafarge Aggregates Ltd David L Walker Chartered Surveyors.

Fee Required: ~~£110~~ 220.00 **Fee Received: £110** (2)

Additional: ....110.00..... or Refund: .....

Enforcement Section to be notified ☐ (tick if required)

Additional information required for validation;

REASON	NOTES	DATE REQ	DATE RECD
LOCATION PLANS			
BLOCK PLANS			
FORMS UNSIGNED			
S.66 MISSING/INCORRECT/ UNSIGNED			
ELEVATION PLANS			
FLOOR PLANS			
NO SCALE OR SCALE IS IMPERIAL			
ENCROACHMENT LETTER REQUIRED			
OTHER			

Is the site in a Conservation Area: ☐ Yes ☐ No If "Yes" which one _____

Is the site a Listed Building: ☐ Yes ☐ No

Is a Statutory Advertisement required: ☐ Yes ☐ No

INTERNAL CONSULTATIONS

Building Control

Heritage (Harold Sanders)

Landscape

Trees

Environmental Health

Housing

Leisure & Cultural Services

Public Rights of Way Officer

Property

Policy & Plans

Joint Strategic Planning Unit

Archaeological Officer (BABTIE)

Education

Social Services

Highways

EXTERNAL CONSULTATIONS

Adjacent DPA : _____

Adjacent Parish : _____

SEB

British Gas

Oil pipeline

Transco

Environment Agency

Railtrack

Police Arch Officer

The Ramblers Assoc with map as marked.

HERITAGE BODIES

Victorian Society
The Georgian Group
Ancient Monuments Society
Council for British Arch
RCHME
NRPB (Telecommunications)
Sport England
Society for Proct' of Ancient Bldgs
English Heritage

OTHERS

.....

Rural Area | Countryside

Landfill Consultation

Groundwater Protection Zone

Flood Zone

River Valleys Policies Area.

NEIGHBOURS

S/N + Pls include

- Lands End Stables
  Park Lane
  Whistley Green
  Hurst

- The Lands End Public House
  Lands End Lane
  Twyford
  RG10 0UE

No pre-apps

**********FILE COPY**********

Tel: (0118) 974 6442

Date: 07 January 2003

My ref: CLE/2002/8230

WOKINGHAM UNITARY
Aiming for Excellence

Councillor Drake
Walden Acres
Wokingham Road
Hurst
RG10 0RU

Environmental Services Department
Planning Services
P.O. Box 157
Shute End, Wokingham
Berkshire RG40 1WR
Tel: (0118) 974 6000
Fax: (0118) 974 6484
Minicom No: (0118) 974 6991
DX: 33506 – Wokingham

Dear Councillor

Application Number: CLE/2002/8230
Land North Of Lands End Public House, Park Lane, Whistley Green, Hurst.
Application for a certificate of lawful existing use to use area of car park for angling club members.

I write to let you know that the above mentioned application has been received.

At this stage a recommendation has not yet been made. This form should only be returned if it is likely that you might wish for the application to be listed for consideration by the Development Control Committee. This form must be received no later than 28 days from the date of this letter.

If you have concerns about the proposals it may be possible for these to be addressed during the consideration of the application. In these circumstances it would be helpful if you could discuss these with the case officer **Mike Hamlin** on **(0118) 974 6442** in the first instance.

Yours sincerely
Trevor Watson
Development Control Manager

LISTING FORM
Case officer: **Mike Hamlin** Application Number: **CLE/2002/8230**
Land North Of Lands End Public House, Park Lane, Whistley Green, Hurst.
Application for a certificate of lawful existing use to use area of car park for angling club members.
I wish this application to be listed should the officers recommendation be for: GRANT/REFUSAL and my reasons are:

_____

_____

Should the officers recommendation be in accordance with my views I am happy for the application to be determined under delegated powers. YES/NO

Signed: _____ Date: _____

Councillor Drake

**********FILE COPY**********

Received by Wokingham District Council

Application No: CLE/2002/8230

Proposal:
Application for a certificate of lawful existing use to use area of car park for angling club members.

Location:
Land North Of Lands End Public House, Park Lane, Whistley Green, Hurst.

The application is available for inspection at Wokingham District Council's offices during the following times:

PLANNING DEPARTMENT, SHUTE END, WOKINGHAM TEL (0118) 974 6428
8.30 - 5.00 Monday - Thursday & 8.30 - 4.00 Friday

WOODLEY LIBRARY HEADLEY ROAD WOODLEY 9.30am - 7.00pm Mon, Thurs & Fri. 9.30am - 5.00pm Tues, 9.30am - 1.00pm Saturday and 1.00pm - 4.00pm Sunday. Library closed all day Wednesday. If you intend to view this application at Woodley Library please allow 4 days from the date of this letter for delivery of plans and remember to quote application number CLE/2002/8230 to enable the library staff to locate the correct information.

Comments should be sent in writing QUOTING THE APPLICATION NUMBER to the Case Officer Mike Hamlin P.O. Box 157 Council Offices, Shute End, Wokingham Berkshire, RG40 1WR to arrive on or before 30/01/2003. Written comments submitted will become available for public inspection.

In view of the very large number of planning applications and letters of comment received, it will not be possible for an individual reply to be issued to observations made. However any comments will be taken into account when the application is determined and you will be notified of the decision.

Trevor Watson
Development Control Manager

07 January 2003

20 DEC 2002 0230

David L. Walker

Chartered Surveyors

Albion House 89 Station Road Eckington Sheffield S21 4FW
Telephone: +44 (0) 1246 431749 Fax: +44 (0) 1246 431863
Email: dlwalker@btinternet.com

V.A.T Registration No. 600 0944 90

Our ref: GRM/JB – T4/2

18 December 2002

For the attention of Tanya Davies
Senior Minerals and Waste Planning Officer

Wokingham District Council
Environmental Services Department
PO Box 157
Shute End
Wokingham
Berkshire
RG40 1WR

Dear Ms Davies

LAFARGE AGGREGATES LIMITED – CAR PARKING AREA AT WHISTLEY GREEN, HURST, TWYFORD, BERKSHIRE

Further to the above and your letter of 24 April 2002 (reference TD/WMF/C/2000/2837), please find enclosed:

(i) four copies of completed application forms for a Certificate of Lawfulness of Existing Use or Development;
(ii) four copies of supporting written statement; and
(iii) cheque to the value of £110.00 made payable to Wokingham District Council.

I trust this is satisfactory, but if you have any queries, do not hesitate to contact me.

Yours sincerely

G R Marsden
David L Walker Chartered Surveyors
Agent for Lafarge Aggregates Limited

cc J V Edwards, LAL
M Pendock, LAL

Encs As listed above

RICS

20.DEC.2002 8230

1943

20 DEC 2002

For the Council's use only:

Application No: 8230

Date received: .....

WOKINGHAM DISTRICT COUNCIL

Town and Country Planning Act 1990, Section 191, as amended by Section 10 of the Planning and Compensation Act 1991.

Town and Country Planning General Development (Amendment) Order, 1992.

APPLICATION FOR A CERTIFICATE OF LAWFULNESS FOR AN *EXISTING* USE OR OPERATION OR ACTIVITY IN BREACH OF A PLANNING CONDITION.

---

1. Description of existing use or operation or activity applied for:

USE OF AREA AS CAR PARK FOR ANGLING CLUB MEMBERS ON LAND TO THE SOUTH OF PARK LANE, WHISTLEY GREEN, TWYFORD, WOKINGHAM, BERKSHIRE

---

2. Applicant (in block capitals)

Name: LAFARGE AGGREGATES LIMITED

Address: BRADGATE HOUSE, GROBY, LEICESTERSHIRE

Post Code: LE6 0HZ

Tel. No: 01530 242151

---

3. Agent (if any)

Name: DAVID L WALKER CHARTERED SURVEYORS

Address: ALBION HOUSE, 89 STATION ROAD, ECKINGTON, SHEFFIELD

Post Code: S21 4FW

Tel. No: 01246 431749

4. (1) Nature of applicant's interest in the land, e.g. owner, lessee, occupier.

OWNER

(2) If you do not have an interest:

(a) give name(s) and address(es) of anyone you know who has an interest in the land.

TWYFORD AND DISTRICT FISHING CLUB
C/O ED W MILLIE
THE OLD OAK
COPPID BEECH
LONDON ROAD
WOKINGHAM
BERKSHIRE
RG40 1PD

(b) state the nature of their interest (if known).

FISHING LICENCE

(c) state whether they have been informed about this application.

YES/NOXX

---

5. Address or exact location of the land to which this application relates:

LAND TO THE SOUTH OF:
PARK LANE
WHISTLEY GREEN
HURST
TWYFORD
WOKINGHAM, BERKSHIRE

Describe here and enclose (4) copies of an OS-based plan showing the boundary of the land edged in red.

REFER ACCOMPANYING WRITTEN STATEMENT AND PLANS

---

6. This application is for:

~~an existing use~~ ✓

*an existing operation:

*an existing use, operation or activity in breach of a condition;

being a use, operation or activity subsisting on the date of this application.

(*Tick whichever is applicable).

---

7. If there is more than one subsisting use of, or operation or activity on the land at the date of this application, describe fully each of them and, where appropriate, show to which part of the land each use, operation or activity relates.

LAND IS USED SOLELY AS A CAR PARK

---

8. When was the use or activity begun, or the operation substantially completed?

PRIOR TO 1980

---

9. Under what grounds is the certificate sought?

(Delete those which are not applicable)

(1) The use began more than ten years before the date of this application; or

~~(2) The use, operation or activity in breach of condition began more than ten years before the date of this application; or~~

(3) The use began within the last ten years, as a result of a change of use not requiring planning permission in the last ten years; or

(4) The operations were substantially completed more than four years before the date of this application; or

(5) The use as a single dwellinghouse began more than four years before the date of this application.

(6) Other - specify (this might include claims that the change of use or operation was not development, or that it benefited from planning permission granted under the Act or by the General Development Order).

10. If the certificate is sought for a use, operation or activity in breach of a condition or limitation, specify the condition or limitation which has not been complied with, and attach a copy of the relevant planning permission.

NOT APPLICABLE

---

11. Give any additional information you consider necessary to substantiate your claim.

REFER ACCOMPANYING WRITTEN STATEMENT

(Continue on a separate sheet if necessary)

---

12. List here all the documents, drawings or plans which accompany this application.

FOUR COPIES OF SUPPORTING WRITTEN STATEMENT
INCLUDING LOCATION AND SITE PLANS

XE/We hereby apply for a lawful use or development certificate under Section 191 of the 1990 Act in respect of the existing use, operations or activity described in this application and the documents, drawings and plans which accompany it. XI/We enclose the appropriate fee of £110.00..

Signed: G. Walker (DAVID WALKER) **Date:** 18 DECEMBER 2002

On behalf of: LAFARGE AGGREGATES LIMITED

(Insert name of applicant if signed by an Agent).

WARNING: The amended Section 194 of the 1990 Act provides that it is an offence to furnish false or misleading information or to withhold material information with intent to deceive. Section 193(7) enables the Council to revoke, at any time, a certificate they may have issued as a result of such false or misleading information.

LAFARGE AGGREGATES LIMITED

APPLICATION UNDER SECTION 191 OF THE TOWN AND COUNTRY PLANNING ACT 1990 FOR A CERTIFICATE OF LAWFULNESS OF EXISTING USE OR DEVELOPMENT FOR THE USE OF A CAR PARK AT WHISTLEY GREEN, HURST, TWYFORD, WOKINGHAM, BERKSHIRE

DECEMBER 2002

CONTENTS

		Page No.
SECTION 1	Context	4
SECTION 2	Planning History of Application Site	6
SECTION 3	Application Details	8
SECTION 4	Summary	11

LIST OF PLANS

PLAN T3/CLUED/01	Location Plan
PLAN T3/CLUED/02	Site Plan

~~~~~~~~~~

LIST OF APPENDICES

APPENDIX 1	Statutory Declaration – Mr Alan Joy
APPENDIX 2	Statutory Declaration – Mr Stephen Bailey
APPENDIX 3	Licence: Redland Aggregates Limited and Twyford and District Fishing Club dated 5 November 1994
APPENDIX 4	Licence: Lafarge Redland Aggregates Limited and Twyford and District Fishing Club for Period 25 March 2000 to 15 March 2003
APPENDIX 5	Application Forms
~~~~~~~~~~

SECTION 1 CONTEXT

1.1 This application is made under Section 191 of the Town and Country Planning Act 1990 for a Certificate of Lawfulness of Existing Use or Development (CLEUD) for the use of a car park at Whistley Green.

1.2 The location of the application site is shown on Plan T3/CLUED/01, and the extent of the application site is shown on Plan T3/CLUED/02.

1.3 The application is made under Section 191 of the Act as it enables Local Planning Authorities to issue a Certificate in respect of an existing use where it can be demonstrated that, on the balance of probability, it has existed for at least ten years immediately prior to the date of the application.

1.4 This supporting written statement has therefore been prepared in accordance with the advice contained in DoE Circular 10/97, and demonstrates that the balance of probability is satisfied in all aspects in respect of the use of the car park since 1980.

1.5 Statutory declarations by Mr Alan Joy (Appendix 1) and Mr Stephen Bailey (Appendix 2), both members of Southlake Angling Society,

confirm the use of car parks associated with the use of the lake for fishing.

1.6 The car park, the subject of this application, is located to the south of Park Lane, near Copper Bridge as shown on Plan T3/CLUED/02 appended. This car park has a purpose built access onto the public highway and up to 15 vehicles are able to park on the area at any one time.

SECTION 2 PLANNING HISTORY OF APPLICATION SITE

2.1 The general area of the application site has been subject to extensive sand and gravel working, with restoration to agriculture, conservation and amenity. The water areas within the overall restoration scheme have been designed for angling, including the facility of car parking areas.

2.2 The site was designated by the Local Planning Authority to fall within the Environment Act 1995 Review of Mineral Permissions, and in response to this designation, Redland Aggregates (now Lafarge Aggregates Limited) submitted an application for determination of new conditions on 17 March 1998.

2.3 The application site was part of the area covered by Planning Permissions WOK R133/72 and 332946, the latter dated 7 June 1994.

2.4 In response to the submitted scheme of 17 March 1998, Wokingham District Council issued a series of conditions on 23 December 1998, several of the conditions requiring reserved matters to be addressed. The scheme to address these reserved matters was submitted to Wokingham District Council on 30 October 2000, with all of the reserved matters finally being discharged on 12 December 2001.

2.5 Subsequent to this, Wokingham District Council indicated in a letter of 24 April 2002 that the car park comprising this application was not included within the scheme, and that an application for an established use certificate should be applied for. This submission addresses this request.

SECTION 3 APPLICATION DETAILS

3.1 This application is made under Section 191 of the Town and Country Planning Act 1990 for a Certificate of Lawfulness of Existing Use or Development (CLEUD) for the car park outlined in red on Plan T3/CLUED/02.

3.2 This is a use which has been taking place for a period of in excess of ten years.

3.3 In support of this application, two Statutory Declarations are appended, Mr Alan Joy at Appendix 1 and Mr Stephen Bailey at Appendix 2. These confirm that the car park has been used continuously from 1980 to the present day.

3.4 Mr Joy states in his Declaration at Paragraph 5:

"I travelled to fish the above lake by car and from the period June 1980 to May 1992, I always parked in car park A at the northern end of the Causeway Lake..."

3.5 Car park A is the parking area the subject of this application.

3.6 Mr Joy goes on to state at Paragraph 6:

"In June 1992 until June 1994, several members of the society, including myself, were allowed to park in car parks B and C..... ..., while the majority of the membership continued to use car park A."

3.7 At Paragraph 8, Mr Joy concludes:

"Those members who did not purchase a key continued to park in car park A until Twyford and District Angling Club leased the fishing rights to the Causeway Lake."

3.8 The first fishing licence for the Causeway Lakes and associated facilities was signed on 5 November 1994, the signatories being Redland Aggregates Limited (now Lafarge Aggregates Limited) and the Twyford and District Fishing Club (refer Appendix 3). The plan appended to the licence clearly shows the car park as part of the licence area. This licence continues to the present day as shown by the most recent licence which runs from 25 March 2000 to 15 March 2003. A copy of this is reproduced at Appendix 4.

3.9 The Statutory Declaration of Mr Stephen Bailey (refer Appendix 2) states at Paragraph 5:

"I travelled to fish the above lake by car and from the period June 1984 to May 1992, I always parked in car park A at the northern end of Causeway Lake..."

3.10 This reinforces the statement made by Mr Joy showing that the car park comprising this application was in use from the early 1980s. Mr Bailey goes on to corroborate the comments of Mr Joy by stating at Paragraph 6:

"In June 1992 until June 1994, several members of the Society, including myself, were allowed to park in car parks B and C..., while the majority of the membership continued to use car park A."

3.11 The Statutory Declarations referred to above, and reproduced at Appendices 1 and 2, confirm that the car park comprising this application has been in continual use as a car park for angling club members since 1980 to the present day.

SECTION 4 SUMMARY

4.1 This supporting written statement has highlighted the historic and continuing use of the car park to the north of the Causeway Lakes by members of both the Southlake Angling Society and the Twyford and District Fishing Club.

4.2 Mr Joy, in his Statutory Declaration, confirms having used the car park continuously from 1980 to 1992 and Mr Bailey confirms having used the car park continuously from 1982 to 1992. Since that date, the car park has been the subject of a fishing licence to the benefit of the Twyford and District Fishing Club.

4.3 It is considered that this application has shown an existing use that on the balance of probability has existed for at least ten years immediately prior to this application, and as such satisfies the requirements of Section 191 of the Town and Country Planning Act.

4.4 The car park has a purpose designed access to Park Lane to the north, and as such ensures there is no need for on-road parking for members of the Twyford and District Fishing Club.

4.5 Based on the above, it is therefore submitted that the evidence submitted addresses the requirements for the Local Planning Authority to issue a Certificate of Lawful Use for an Existing Development.

PLAN T3/CLUED/01

Location Plan

PLAN T3/CLUED/02

Site Plan

APPENDIX 1

Statutory Declaration – Mr Alan Joy

STATUTORY DECLARATION

OF

ALAN MALCOLM JOY

OF

75 BALMORAL, MAINDENHEAD,
BERKSHIRE SL6 6SX

RELATING TO

THE USE OF A CAR PARK
IN CONNECTION WITH
FISHING ACTIVITIES
ON LAND AT
WHISTLEY MILL, HURST,
TWYFORD, WOKINGHAM,
BERKSHIRE

I, Alan Joy of 75 Balmoral, Maidenhead, Berkshire SL6 6SX do solemnly and sincerely declare the following:

1 I am the Treasurer for Southlake Angling Society.

2 I joined Society in June 1980.

3 I have been an active member of the Society since that date and have regularly fished every year since then on water within their control

4 I have particularly fished the land verged red on the attached plan, Exhibit AJ1, which was a water area owned by Lafarge Aggregates Limited (formerly Redland Limited) who let this area of water to the Society between 1979 and 1999. The Society purchased this land in December 1999.

5 I travelled to fish the above lake by car and from the period June 1980 to May 1992, I always parked in car park A at the northern end of the Causeway Lake, identified by the area marked in green on Exhibit AJ1.

6 In June 1992 until June 1994, several members of the Society, including myself, were allowed to park in car parks B and C, the area marked in blue on Exhibit AJ1, while the majority of the membership continued to use car park A.

7 In September 1993, the Society placed padlocks on the entrance gate to the site at car park B and the majority of members then began parking in car parks B and C. This entrance gate and the car parks B and C are still in use today.

8 Those members who did not purchase a key continued to park in car park A until Twyford and District Angling Club leased the fishing rights to the Causeway Lake.

AND I make this solemn declaration conscientiously believing the same to be true by virtue of the Statutory Declaration Act 1835

DECLARED AT Woodley Berkshire

THIS 5th day of September 2002

BEFORE ME

IAN GERALD SHARMAN
SOLICITOR
60 HEADLEY ROAD
WOODLEY, READING
BERKSHIRE RG5 4JE

APPENDIX 2

Statutory Declaration – Mr Stephen Bailey

STATUTORY DECLARATION

OF

STEPHEN WAYNE BAILEY

OF

67 WAVERLEY ROAD,
READING RG30 2QB

RELATING TO

THE USE OF A CAR PARK
IN CONNECTION WITH
FISHING ACTIVITIES
ON LAND AT
WHISTLEY MILL, HURST,
TWYFORD, WOKINGHAM,
BERKSHIRE

I, Stephen Bailey of 67 Waverley Road, Reading RG30 2QB do solemnly and sincerely declare the following:

1 I am the Vice Chairman/Permit Secretary for Southlake Angling Society.

2 I joined Society in June 1984.

3 I have been an active member of the Society since that date and have regularly fished every year since then on water within their control

4 I have particularly fished the land verged red on the attached plan, Exhibit SB1, which was a water area owned by Lafarge Aggregates Limited (formerly Redland Limited) who let this area of water to the Society between 1979 and 1999. The Society purchased this land in December 1999.

5 I travelled to fish the above lake by car and from the period June 1984 to May 1992, I always parked in car park A at the northern end of the Causeway Lake, identified by the area marked in green on Exhibit SB1.

6 In June 1992 until June 1994, several members of the Society, including myself, were allowed to park in car parks B and C, the area marked in blue on Exhibit SB1, while the majority of the membership continued to use car park A.

7 In September 1993, the Society placed padlocks on the entrance gate to the site at car park B and the majority of members then began parking in car parks B and C. This entrance gate and the car parks B and C are still in use today.

8 Those members who did not purchase a key continued to park in car park A until Twyford and District Angling Club leased the fishing rights to the Causeway Lake.

AND I make this solemn declaration conscientiously believing the same to be true by virtue of the Statutory Declaration Act 1835

DECLARED AT Woodley Berkshire

THIS 8th day of September 2002

BEFORE ME

IAN GERALD SHARMAN
SOLICITOR
60 HEADLEY ROAD
WOODLEY, READING
BERKSHIRE RG5 4JE

APPENDIX 3

Licence: Redland Aggregates Limited and
Twyford and District Fishing Club
dated 5 November 1994

73

15 JUNE 1994
↓
15 MARCH 95.

21 NOV 1994

DATED 5 / 11 /1994 1994

REDLAND AGGREGATES LIMITED

- and -

THE TWYFORD AND DISTRICT FISHING CLUB

FISHING LICENCE
THE CAUSEWAY LAKES AT WHISTLEY MILL, TWYFORD - 20.63 ACRES

E.L.Byam-Cook FRICS FAAV
The Mount, Toft,
Cambridge, CB3 7RL
Tel: 0223-264-181
Fax: 0223-264-176
REF:RW223

THIS LICENCE made the day of One Thousand Nine Hundred and Ninety Four BETWEEN

REDLAND AGGREGATES LIMITED
of Bradgate House, Groby, Leicester, LE6 0FA (called "the Grantor") of the one part and the

TWYFORD AND DISTRICT FISHING CLUB
of 3 Carlton Close, Woodley, Berkshire, RG5 4JS (hereinafter called "the Grantees") which expression where the context so admits includes all members of the Twyford and District Fishing Club hereinafter called "the Club") of the other part

WITNESSETH as follows:-

1. IN consideration of the covenants and conditions hereinafter contained and on the part of the Grantees to be observed and performed including the sums to be paid by them under the provisions hereof the Grantor hereby grants unto the Grantees for the benefit of themselves and all present future members of the Club for the time being the following rights (hereinafter called "the rights") over the waters lands banks access and premises of every description affected by this licence known as

THE CAUSEWAY LAKES, WHISTLEY MILL, TWYFORD, BERKSHIRE

(hereafter collectively called "the premises") for the purpose of fishing with rod and line only (hereinafter called "the permitted use") the rights being as follows:-

(1) The right to use the lakes (hereafter called "the waters") for the time being covering the piece of land shown on the plan (hereinafter called "the plan") annexed hereto and thereon coloured Red excluding the Causeway between the two lakes which the Licensor has the right to dig and remove without compensation during the term of this licence commencing on the

15TH OF JUNE 1994
TO THE
15TH OF MARCH 1995

ACCESS

(2) To obtain access to the Lakes by using the roads and tracks coloured BLUE on the plan to gain access to the car parks only and by foot only elsewhere provided that in the exercise of this right no obstruction shall be caused on the roads or paths. Motor vehicles are only to be parked in the Car Park coloured GREEN on the plan. the access gates shall be kept locked at all times with a combination lock and the Grantee will keep the Grantor notified of the number. Access is not allowed on the land coloured BROWN and the quiet enjoyment of the neighbour shall be respected at all times.

SWIMS & TREES

(3) The right for official working parties of Club Members which shall at all times be supervised by an officer of the Club only to cut swims and to prune trees and shrubs and bushes on the premises with the prior written permission of the Grantor.

PERSONS ALLOWED TO FISH

2. THE rights shall be exercised by the Grantees and by all members of the Club and individual guests of members in common with the Grantor and employees or guests of the Grantor PROVIDED ALWAYS that every person exercising the rights must be in possession of a current fishing licence issued by the National Rivers Authority and the Grantees shall forthwith erect and thereafter during the continuance of this licence maintain at least two notice boards at their own expense on the premises in conspicuous positions to be previously approved in writing by the Grantor stating the Clubs presence and any important club rules and a club contact telephone number.

LIABILITY

3.(1) The Grantor shall not be liable to the Grantees nor to the Club or its members or to any individual guest of members for any personal injury damage or loss or inconvenience howsoever or wheresoever caused to them or to any goods or chattels brought by them upon the premises or upon any other premises of the Grantor it being the intention of the agreement between the parties hereto that the Grantees and the Club and its members and individual guests shall enter the premises solely at their own risk

LEGAL OBLIGATION

(2) The Grantor shall have no legal obligation whatsoever in respect of the condition of the premises and shall not be liable in any of the above respects for the negligence of itself or of those for whose negligence it could or might otherwise by responsible

RENT

4. The Grantees shall pay to the Grantor the sum as follows:

START	FINISH	SUM (NET)
15/6/94	15/3/95	£10.00

such sum to be paid on or before the 15th day of June in advance, or before the signing hereof. Value added tax or any subsequent tax will be additional to the above figures at the current rates prevailing.

5. The Grantees for the members of the Club but also so as to make the Grantees personally liable to the Grantor hereby jointly and severally covenant with the Grantor as follows:-

(1) To make the said payments in accordance with the foregoing provisions whether the same be demanded or not

(2) To pay all **RATES and TAXES** of an annual or recurring nature payable in respect of the premises whether chargeable on the owner or occupier so far as such rates are attributable to the rights the rates to be apportioned if necessary by the Accountants of the Grantor

USE / DAMAGE

(3) Not to use the premises for any purpose other than the permitted use and not to do any damage to the premises or any part thereof

(4) To exercise the rights and to secure that the same shall be exercised by all members of the Club and lawful visitors to the premises so as to cause no damage to the premises the fish or other wildlife and in particular to the banks of the waters and to make full compensation for any such damage

ENJOYMENT

(5) To conduct the activities of the Club so that the rights are so exercised as not in any way to interfere or spoil or adversely affect the fishing or sporting rights or the use or enjoyment of the premises by the Grantor and those authorised by it

TRESPASSERS

(6) To use their best endeavours to expel any persons poaching or trespassing on the premises and to advise the Grantor of such trespassing

FISH STOCKS

(7) To use their best endeavours to ensure the premises are well stocked with fish. At the end of the licence the Grantee shall offer the fish introduced by the Grantee to the Grantor at market price, or to remove and sell an equivalent weight of fish introduced by the Grantee if the Grantor does not wish to purchase them. To protect and preserve the fishing, the premises, and not to use ground bait in any quantity so as to be harmful to any future weed or fish and aquatic life in the lakes. The Grantee shall provide clear proof of all fish introduced and obtain all necessary permissions to do the same.

ROD FISHING

(8) Not to use or permit to be used for the capture of any fish any engine device or other apparatus other than rods and lines with ordinary landing nets as ancillary thereto except for the purpose of good fishery management only with the prior written permission of the Grantor.

AFFECT THE WATER

(9) Not to do any act that may adversely affect the quality or quantity of the water in the premises or interrupt or obstruct or prevent the flow or percolation of water to

or from the premises. The Grantor at its sole discretion but in consultation with the Grantees may make such arrangements as it considers necessary to ensure adequate water supplies to its adjoining land. Such arrangements may include raising or lowering water levels in the premises and diverting water from or to any other lake or stream by any means. The Grantor shall install and maintain such equipment as maybe necessary for the purpose

LITTER

(10) To keep the premises and the footpath at all times clean and tidy and clear of litter and to remove all litter by depositing it in bins supplied by the Grantee and to be emptied regularly by the Grantee and to clear all swims of litter immediately after use

(11) To ensure that the rights are exercised by those authorised to exercise them in a reasonable and sportsmanlike manner

(12) Not to allow the rights to be exercised by any person other than by members of the Club and their individual bona fide guests upon the terms and conditions specified in clause 2 hereof and in such a way as to ensure that the premises do not become overcrowded

MEMBERSHIP CARD

(13) To be issued to each member of the Club a card or certificate of membership or some written form of authority which is to be produced if and whenever required by the Grantor or those duly authorised by the Grantor or the bailiff referred to in clause 7 hereof

(14) **NOT TO ERECT**
Not to erect any shed building or structure without the prior written permission of the licensor and any existing shed building or structure will be removed within one calendar month of the commencement of this licence unless written permission is given to the contrary.

NOT TO ASSIGN

(15) Not to assign, sub let, sub licence, or part with in any way the benefit of this licence.

INDEMNIFY GRANTOR

(16) To keep the Grantor and all those authorised by it to use the premises indemnified against all claims damage loss and injury of every description which may occur to or affect the Grantor or such other persons as authorised by the Grantor or such persons property and which may arise from or through the exercise of the rights by any person authorised to exercise the same (including persons invited by the Club or by the Grantees) or from or through the non-observance of any of the terms of this licence however expressed or implied

SWIMMING

(17) Not to allow any swimming in the waters except for properly supervised work under water for the purpose of removing obstacles or excessive plant growth

INSURANCE

(18) Effectively to INSURE at the expense of the Grantees by a policy in the joint names of the Grantor and the Grantees and the Club and all their members and lawful visitors and other persons authorised to exercise the rights against all claims arising from the exercise of the rights or from any negligence or default (including any breach or non-observance of any of the terms of this licence however expressed or implied) in connection with the rights or with the premises or any activity therein (whether authorised or not) so as fully to satisfy all claims for which the Grantor or the Grantees or the Club or other persons as authorised may be liable under this licence and on demand produce the policy and the last receipt to the Grantor

GUNS

(19) Not to use or carry or permit to be used or carried on the premises any gun of any description

DOGS

(20) Dogs will be permitted on the premises but must be kept on leads at all times

LANDING PLACES AND WORKS

(21) Prior to the termination of this licence for any reason whatsoever on receiving an appropriate written request from the Grantor to remove all landing places or other works constructed on the premises by the Club making good all damage or disturbance caused thereby and to leave the site clean and tidy to the reasonable satisfaction of the Grantor

TRESPASS

(22) Not to trespass on the adjoining land of the Grantor but to remain exclusively on the premises and not to interfere or permit any interference with any installation works or plant belonging to the Grantor on its adjoining land or otherwise cause any nuisance to the Grantor or any adjoining land owners

NIGHT FISHING / FIRES

(23) Not to make or light an open fire. Night fishing will not be permitted but fishing will be permitted from dawn to Midnight.

LEAD FREE

(24) The fishing at all times is to be lead free.

(25) All surplus hooks,line, and sundry fishing equipment is to be removed from the waters by the grantee.

the Recorded Delivery Service Act 1962 shall apply to the service of notices under the provisions of this licence

ARBITRATION

12. IF any question shall arise between the parties other than rent or between the Grantor or any member of the club in relation to this licence or any provision contained therein or as to the rights and liabilities of the Grantor or the Grantees the same shall be referred to the determination of a single arbitrator pursuant to the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

HEADINGS

13. The headings of this licence will not in any way affect the content of this licence.

IN WITNESS whereof this Licence has been signed on behalf of the Grantors and the Grantees the day and year first before written

SIGNED BY.....
(J. GREEN ESQ. - ON BEHALF OF THE TWYFORD & DISTRICT FISHING CLUB)

Witnessed by.....

Name & Address of Witness: J. GRIMSON
47 WATTMORE LANE
WINNERSH
WOKINGHAM, BERKS

REF:RW223
31/10/94

APPENDIX 4

Licence: Lafarge Redland Aggregates Limited and
Twyford and District Fishing Club for Period
25 March 2000 to 15 March 2003

SMITH-WOOLLEY
CHARTERED · SURVEYORS
BATH CAMBRIDGE NEWARK NORWICH OXFORD SHREWSBURY

Copy.

25/3/2000
↓
15/3/2003

DATED Do not Date 2000

LAFARGE REDLAND AGGREGATES LIMITED

-and-

THE TWYFORD AND DISTRICT FISHING CLUB

FISHING LICENCE

Relating to the Causeway Lakes, Whistley Mill

Twyford Berkshire

A list of Partners is available from any Smith-Woolley Office

INVESTOR IN PEOPLE

THIS LICENCE is made the [illegible] day of

Two thousand

BETWEEN:

(1) **LAFARGE REDLAND AGGREGATES LIMITED** (Registered Number 297905) whose registered office is at Bradgate House GROBY Leicester LE6 0FA ("the Owner") and

(2) **W.Bourner** of 4 Maple Bank, Twyford, Reading, Berks RG1 9AZ; **C.Rumney** of 35 Brands Road, Colnbrook, Slough, Berks SL3 8QP; **G.P.Elliott** of 11 Church View, White Waltham, Maidenhead, Berks SL6 3JQ (the present trustees of the Twyford and District Fishing Club) ("the Licensee")

WHEREBY IT IS AGREED as follows:

1 **Licence**

In this Licence the following expressions have the meanings set out below (unless the context otherwise requires)

1.1 "the Club" means the Twyford and District Fishing Club

1.2 "the Licensees" means the trustees for the time being of the Club

1.3 "the Plan" means the plan enclosed with this Licence

1.4 "the premises" means the waters, lands, facilities and accesses (shown edged red on the Plan) to which this Licence relates at the Causeway Lake at Whistley Mill, Twyford in the County of Berkshire

1.5 "The Waters" means the waters on the Premises

1.6 "The Authorised Section of Bank" means that section of the bank of the Waters shown edged green on the Plan

1.7 ''The car park'' means the area edged in blue on the Plan

1.8 "The Fishing Rights" means the right to fish in the Waters by means of rod and line only

1.9 "The Ancillary Rights" means the various rights particularised in Clause 2.1 to 2.4 for the purposes of exercising the Fishing Rights (but not further or otherwise)

2. Licence

The Owner allows permission for the Licensees (for the benefit of themselves and the other members for the time being of the Club and their lawful visitors) to exercise the Fishing Rights **TOGETHER** with the following Ancillary Rights over the Premises namely:

2.1 to use the Waters or such greater or lesser area as may be available from time to time having regard to the activities of the Owner in excavating and backfilling the land under or adjacent to the Waters;

2.2 to use the Authorised Section of Bank;

2.3 to obtain access to the Premises via the Car Park

2.4 to cut swims and prune trees and bushes on the Premises subject to the Owner's prior written permission of the cutting and pruning proposed

3. Rights exercisable by Club

The Ancillary Rights are to be exercised by the Club in common with the Owner and all other persons authorised by it to use the Premises

4. Duration

4.1 This Licence is to commence:

25 March 2000 and terminate on **15 March 2003**

4.2 Notwithstanding Clause 4.1 the Owner may terminate this Licence by the service of not less than one months written notice to expire at any time.

5. Consideration

The consideration of the Fishing Rights shall be payable in advance on the on 25 March in each year the first payment to be made on 25 March 2000. The Licensees shall pay to the Owner the sums as set out below:

	START	FINISH	SUM
			(£ NET OF VAT)
SEASON 1	25/03/00	15/03/01	£1050.00
SEASON 2	25/03/01	15/03/02	£1102.50
SEASON3	25/03/02	15/03/03	£1157.63

Value added tax or any subsequent tax will be additional to the above figures at the current rates prevailing.

6. Licensee's Obligations

The Licensees agree with the Owner on behalf of themselves and every member for the time being of the Club to comply with the conditions specified in the first schedule

7. Owner's Obligations

The Owner agrees with the Licensees to comply with the conditions specified in the second schedule

8. General

PROVIDED ALWAYS and it is agreed that the provisions specified in the third schedule apply to the arrangements agreed between the parties

IN WITNESS whereof this Licence has been executed the day and year first hereinbefore stated

FIRST SCHEDULE

Licensees' Obligations

1 **Payments**

To pay the consideration on the days and in the manner specified

2 **Outgoings**

To pay all outgoings and rates payable in respect of the Premises but only in so far as the same are attributable to this Licence

3 **Use of Premises**

Not to use the Premises otherwise than for the purposes of the Fishing Rights

4 **Damage**

To exercise the Ancillary Rights and to secure that the same are exercised by all members of the Club and lawful visitors to the Premises so as cause as little damage as possible to the Premises and to pay full compensation for any such damage

5 **No Interference with Owner**

To conduct the activities of the Club so as not to interfere with the use and enjoyment of the Premises by the owner and others authorised by the Owner

6 **Trespassers**

To use their best endeavours to expel any persons poaching or trespassing on the Premises

7 **Restocking**

To restock the Waters at such times as the Owner may reasonably direct with fish of a description and size approved by the Owner

8 **Protection**

To protect and preserve the fish in the Waters

9 **Apparatus**

Not to use of permit to be used for the capture of fish any engine device or apparatus other than rods and lines with landing nets auxiliary to them and not to use carbon rods in the vicinity of any electrical apparatus or wade in the Waters

10 **Boats**

Not without the previous of the Owner to use any boat on the Waters

11 **Litter**

To keep the premises clean and tidy and clear of litter and not to pollute the Waters

12 **Exercise of Fishing Rights**

To ensure that the Fishing Rights are exercised in a fair and sportsmanlike manner and only during the proper seasons (where applicable).

13 **Persons covered by Licence**

Not to allow the Fishing Rights to be exercised by any person other than by the members of the Club **PROVIDED** that this does not prevent the Club and the Licensees from inviting other angling clubs to take part in their activities so long as the Premises are not overcrowded and the provisions of this Licence are observed

14 Membership cards

To issue to each member of the Club a membership card which is to be produced on request to the Owner or its duly authorised representative

15 Bylaws

To comply with the fishery bylaws for the time being in force of the Water Authority for the area

16 Sub-licence

Not to sub-licence or part with the Fishing Rights or any part of them

17 Assignment

Not to assign the benefit of this Licence **EXCEPT** for the purpose of vesting the same in the trustees for the time being of the Club

18 Indemnity

To indemnify the Owner against all claims proceedings costs and expenses arising from or in connection with the exercise of the Fishing Rights and the Ancillary Rights (**EXCEPT** in respect of personal injury or death to the extent that the same are shown to have been caused by the negligence of the Owner or its employee or agents) provided that the Owner may not settle or compromise any such claims or proceedings without the written consent of the Licensees (such consent not to be unreasonably withheld).

19 Insurance

To effect insurance cover in the sum of Two Million Pounds for public liability purposes with an insurance company of repute at the expense of the Licensees by a policy noting the interest of the Owner thereon insuring the Licensees and the Club against all claims arising from this Licence and on

request to produce to the Owner the policy and the last receipt for the premiums paid

20 **Removal of works**

Within three calendar months of the determination of this Licence on receiving a written request from the Owner beforehand to remove all launching places or other works constructed on the Premises by the Club and to leave the Premises clean and tidy to the reasonable satisfaction of the Owner

21 **Regulations**

To comply with all regulations issued by the Owner from time to time relating to the exercise of the Fishing Rights and Ancilliary Rights

22 **Guidance Notes**

To comply with the "Guidance Notes on Safety Health and Environmental Protection on Redland Waters for Anglers" and the guidance notes entitled "The Usage of Water-Born Craft" on Redland Property (copies of which the Licensees acknowledge to have received) and any revisions thereof from time to time issued by the Owner and to procure the observance of such guidance notes to all members of the club and their visitors

23 **Fishing at night/Fires**

Not to use any open fires. Night fishing will be permitted subject to responsible behaviour being maintained at all times and the waters being monitored by bailiffs. If any complaints are received Lafarge Redland Aggregates Limited reserve the right to withdraw this permission with immediate effect.

24 **The Bailiff**

The bailiff (if employed) whose wages shall be paid by the Licencees will supervise the exercise and enjoyment of the rights by the members of the Association and their invitees or guests and to procure the observance of all the stipulations and provisions of this Licence

25 **Notice of Meetings**

The Licensees shall give notice to the Owner of all General fishing meetings and to submit to the grantor such accounts as are prepared for invitees or guests showing the disbursements of funds

26 **Swimming**

Not to allow any swimming in the Waters except for properly supervised work for the purpose of removing obstacles or excessive plant growth

SECOND SCHEDULE

Owner's Obligations

1. Unauthorised fishing

Upon request by the Licensees to use all reasonable endeavours at the expense of the Licensees to prevent unauthorised persons from fishing or poaching the Waters

2. Method of fishing by Owner

Not by itself its employees or agents to fish or authorise any person to fish in the Waters by any means other than rod and line

THIRD SCHEDULE

Provisos

1.Accidents

The Owner shall not be liable to the Licensees not to the Club nor to its members or visitors for any injury damage loss or inconvenience (whether to persons or property) sustained as a result of entry by them upon the Premises (**EXCEPT** to the extent that the same is sustained as a result of the negligence of the Owner or its employees or agents) it being the intention of and agreed between the parties that the Licensees the Club its members and visitors enter the Premises entirely at their own risk

2.Reservation

Notwithstanding the provisions of Clause 2 the Ancillary Rights shall not prevent the Owner or those authorised by it from doing any of the following things:

2.1 excavating or pumping out or removing by suction any part of the land for the time being adjoining the Waters or under the Waters in the course of its operations as quarries or extractors of sand and gravel;

2.2 crossing the Premises in connection with such business or otherwise by boats dredgers and vehicles;

2.3 shooting fowl and taking game and entering upon the Premises for the purpose of sporting and viewing the protecting the game and for any other purpose in connection with same;

2.4 using the Waters for boating or testing boats and keeping the maintaining such boats as it may require on the Premises (other than on the Authorised Section of Bank)

3. Exclusion of members

The Owner may exclude from the exercise the enjoyment of the Fishing Rights any person who fails to produce his membership card or other authority as a visitor of the Club to the Owner or its authorised representative when required to who commits a breach of any of the conditions specified in the first schedule

4.Licence only

It is specifically agreed between the parties that this Licence constitutes a licence and is not intended to confer a lease or tenancy upon the Licensees or the Club or its members and that possession of the Premises is retained by the Owner subject only to the terms of this Licence

SIGNED BY.....

Director on behalf of Lafarge Redland Aggregates Limited

WITNESSED BY

Name and address of witness .....
JONATHAN CRAIG
91 Toothill Road
Loughborough
LE11 1PN

APPENDIX 5

Application Forms

For the Council's use only:

Application No: .....

Date received: .....

WOKINGHAM DISTRICT COUNCIL

Town and Country Planning Act 1990, Section 191, as amended by Section 10 of the Planning and Compensation Act 1991.

Town and Country Planning General Development (Amendment) Order, 1992.

APPLICATION FOR A CERTIFICATE OF LAWFULNESS FOR AN *EXISTING* USE OR OPERATION OR ACTIVITY IN BREACH OF A PLANNING CONDITION.

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1. Description of existing use or operation or activity applied for:

USE OF AREA AS CAR PARK FOR ANGLING CLUB MEMBERS ON LAND TO THE SOUTH OF PARK LANE, WHISTLEY GREEN, TWYFORD, WOKINGHAM, BERKSHIRE

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2. Applicant (in block capitals)

Name: LAFARGE AGGREGATES LIMITED

Address: BRADGATE HOUSE, GROBY, LEICESTERSHIRE

Post Code: LE6 OHZ

Tel. No: 01530 242151

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3. Agent (if any)

Name: DAVID L WALKER CHARTERED SURVEYORS

Address: ALBION HOUSE, 89 STATION ROAD, ECKINGTON, SHEFFIELD

Post Code: S21 4FW

Tel. No: 01246 431749

4. (1) Nature of applicant's interest in the land, e.g. owner, lessee, occupier.

OWNER

(2) If you do not have an interest:

(a) give name(s) and address(es) of anyone you know who has an interest in the land.

TWYFORD AND DISTRICT FISHING CLUB
C/O ED W MILLIE
THE OLD OAK
COPPID BEECH
LONDON ROAD
WOKINGHAM
BERKSHIRE
RG40 1PD

(b) state the nature of their interest (if known).

FISHING LIGENCE

(c) state whether they have been informed about this application.

YES/~~NO~~XX

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5. Address or exact location of the land to which this application relates:

LAND TO THE SOUTH OF:
PARK LANE
WHISTLEY GREEN
HURST
TWYFORD
WOKINGHAM, BERKSHIRE.

Describe here and enclose (4) copies of an OS-based plan showing the boundary of the land edged in red.

REFER ACCOMPANYING WRITTEN STATEMENT AND PLANS

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6. This application is for:

~~an existing use:~~ ✓

*an existing operation:

*an existing use, operation or activity in breach of a condition;

being a use, operation or activity subsisting on the date of this application.

(*Tick whichever is applicable).

---

7. If there is more than one subsisting use of, or operation or activity on the land at the date of this application, describe fully each of them and, where appropriate, show to which part of the land each use, operation or activity relates.

LAND IS USED SOLELY AS A CAR PARK

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8. When was the use or activity begun, or the operation substantially completed?

PRIOR TO 1980

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9. Under what grounds is the certificate sought?

(Delete those which are not applicable)

(1) The use began more than ten years before the date of this application; or

~~(2) The use, operation or activity in breach of condition began more than ten years before the date of this application; or~~

(3) The use began within the last ten years, as a result of a change of use not requiring planning permission in the last ten years; or

(4) The operations were substantially completed more than four years before the date of this application; or

(5) The use as a single dwellinghouse began more than four years before the date of this application.

(6) Other - specify (this might include claims that the change of use or operation was not development, or that it benefited from planning permission granted under the Act or by the General Development Order).

10. If the certificate is sought for a use, operation or activity in breach of a condition or limitation, specify the condition or limitation which has not been complied with, and attach a copy of the relevant planning permission.

NOT APPLICABLE

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11. Give any additional information you consider necessary to substantiate your claim.

REFER ACCOMPANYING WRITTEN STATEMENT

(Continue on a separate sheet if necessary)

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12. List here all the documents, drawings or plans which accompany this application.

FOUR COPIES OF SUPPORTING WRITTEN STATEMENT
INCLUDING LOCATION AND SITE PLANS

XI/We hereby apply for a lawful use or development certificate under Section 191 of the 1990 Act in respect of the existing use, operations or activity described in this application and the documents, drawings and plans which accompany it. XI/We enclose the appropriate fee of £110.00..

Signed: .....(DAVID WALKER).. Date: .....

On behalf of: LAFARGE AGGREGATES LIMITED .....

(Insert name of applicant if signed by an Agent).

WARNING: The amended Section 194 of the 1990 Act provides that it is an offence to furnish false or misleading information or to withhold material information with intent to deceive. Section 193(7) enables the Council to revoke, at any time, a certificate they may have issued as a result of such false or misleading information.