

27 October 2021

Deed of Undertaking made pursuant to Section 106 of the Town and  
Country Planning Act 1990  
relating to  
Bristol Airport

Bristol Airport Limited <sup>(1)</sup>  
Bristol Airport Developments Limited <sup>(2)</sup>  
South West Airports Limited <sup>(3)</sup> and  
Credit Agricole Corporate & Investment Bank <sup>(4)</sup>



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DATE 27 October 2021

## PARTIES

- (1) Bristol Airport Limited (CRN: 02078692) whose registered office is at Lulsgate House, Bristol Airport, Bristol, BS48 3DW (the **Owner**)
- (2) Bristol Airport Developments Limited (CRN: 05175337) of Lulsgate House, Bristol Airport, Bristol BS48 3DW (**BADL**)
- (3) South West Airports Limited (CRN: 05403045) whose registered office is at Lulsgate House, Bristol Airport, Bristol BS48 3DW (**SWAL**)
- (4) Credit Agricole Corporate and Investment Bank (RCS Nanterre 304 187 701) of 12 place des Etats-Unis, 92120 Montrouge, France acting through its London branch located at Broadwalk House, 5 Appold Street, London EC2A 2DA (the **Chargee**)

together the **Parties**

## TO

- (5) North Somerset Council of Town Hall, Walliscote Grove Rd, Weston-Super-Mare BS23 1UJ (the **Council**)

## BACKGROUND

- (A) Save as where expressly defined in a Schedule to this Deed, the terms and expressions that are used and defined in this Deed have the meaning stated at Clause 1.1 below:
- (B) The **Council** is a unitary authority and is the local planning, highway and education authority for the area in which the **Airport** and the **Application Site** are situated.
- (C) The **Owner** is the freehold owner of the land registered at HM Land Registry pursuant to title numbers ST180919, ST241061, ST256857 and ST337957.
- (D) **SWAL** is the freehold owner of the land registered at HM Land Registry pursuant to title numbers ST331855, ST283749 and ST346326.
- (E) **BADL** is the freehold owner of the land registered at HM Land Registry pursuant to title number ST343009.
- (F) The **Chargee** is mortgagee of that part of the Airport registered under title numbers ST180919, ST343009 and ST346326 under the terms of the relevant charges.
- (G) Part of the Application Site edged dashed red on the plan at Appendix 1 has the benefit of the **10mppa Planning Permission**.
- (H) An Agreement dated 16 February 2011 made pursuant to section 106 of the 1990 Act between the Council, the Owner and the Chargee, as varied by a section 106 and section 106A Supplemental Agreement dated 11 November 2016 made between the Council, the Owner, SWAL and the Chargee, were entered into in relation to the 10mppa Planning Permission (collectively referred to as the **10mppa S106 Agreement**).
- (I) The Owner submitted the Planning Application to the Council for the **12mppa Planning Permission**. The Council refused the Planning Application and issued a decision notice to that effect on 19 March 2020.



- (J) The Owner has lodged the **Appeal** with the **Secretary of State** in respect of the Council's refusal of the Planning Application.
- (K) The Owner has submitted this Deed to secure the planning obligations pursuant to S106 and S106A of the 1990 Act and other enabling powers contained in this Deed conditional upon the grant of the 12mppa Planning Permission.
- (L) The Owner considers that the 10mppa Planning Permission is extant and capable of ongoing lawful implementation simultaneously and concurrently with the implementation of the Development in accordance with the 12mppa Planning Permission and the ongoing development of the Airport.
- (M) Subject to the 12mppa Planning Permission remaining in full force following the occurrence of the **Effective Date** the Application Site or part thereof pursuant to both the 10mppa Planning Permission and the 12mppa Planning Permission will be regulated in accordance with the provisions of the **12mppa S106 Agreement** and this Deed and that save where expressly stated within the 12mppa S106 Agreement and this Deed, the 10mppa S106 Agreement will have no further legal effect.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 The definitions and rules of interpretation in Clause 1 apply:

<b>10mppa Trigger Date</b>	the date on which the latest monitoring report provided by the Owner to the Council in accordance with the 12mppa Planning Permission shows that the terminal throughput first exceeds 10 million passengers over a twelve month period.
<b>10mppa Planning Permission</b>	the permission granted on 16 February 2011 pursuant to a planning application registered with the Council on 29 June 2009 with reference 09/P/1020/OT2.
<b>10mppa S106 Agreement</b>	an Agreement dated 16 February 2011 made pursuant to section 106 of the 1990 Act between the Council, the Owner and the Chargee, as varied by a section 106 and section 106A Deed of Variation dated 11 November 2016 made between the Council, the Owner SWAL and the Chargee, entered into in relation to the 10mppa Planning Permission.
<b>12mppa Planning Permission</b>	means the planning permission granted by the Secretary of State pursuant to the Appeal and the expression 12mppa Planning Permission shall include all subsequent approvals granted thereunder and any planning permission pursuant to an application under section 73 of the 1990 Act in respect of the conditions attached to the 12mppa Planning Permission.
<b>12mppa S106 Agreement</b>	an Agreement made pursuant to section 106 of the 1990 Act between the Council, the Owner, BADL, SWAL and the Chargee on the same date as this Deed in relation to the 12mppa Planning Permission.
<b>1990 Act</b>	means the Town & Country Planning Act 1990 as amended or any other statutory re-enactment or amendment thereto.



<b>2012 ASAS</b>	Bristol Airport's existing ASAS prepared pursuant to the 10mppa Agreement and dated November 2012.
<b>ASAS</b>	a surface access strategy for Bristol Airport produced and revised and reissued from time to time.
<b>Airport</b>	means the land within the Application Site being at any present time under the freehold ownership of the Owners forming Bristol Airport and being the land against which this Deed may be enforced.
<b>Appeal</b>	means the appeal against the refusal by the Council of the Planning Application made by the Owner and given the reference APP/D0121/W/20/3259234.
<b>Application Site</b>	means the land shown edged solid red on the plan at Appendix 1.
<b>BATF</b>	<p>means the Bristol Airport Transport Forum (BATF) convened by the Owner at least twice in every year to include representatives from the Owner, the Council and other members as agreed between the Owner and the Council from time to time, and which is tasked with:</p> <p>monitoring and ensuring delivery of the 2012 ASAS and associated targets; and</p> <p>providing input to completion of the Replacement ASAS and thereafter to monitor and ensure delivery of the Replacement ASAS.</p>
<b>Charges</b>	means the legal charges made on 7 May 2015 between (1) the Owner and (2) the Chargee in relation to numbers ST180919; ST343009 and ST346326.
<b>Commencement of Development</b>	the date upon which the first of the Infrastructure Development Works authorised by the 12mppa Planning Permission is commenced by the carrying out of any act on the Application Site which constitutes a material operation within the meaning of Section 56 (4) (a to d) of the 1990 Act which for the purposes of this Deed excludes the following operations: site clearance and site investigations, archaeological investigations, erection of site hoardings and site advertisements.
<b>Effective Date</b>	<p>means the date when:</p> <p>i) the period for challenging the grant of the 12mppa Planning Permission has passed without any statutory review proceedings or other legal challenge having been made; or</p> <p>ii) all statutory review proceedings or other legal challenge proceedings concerning the 12mppa Planning Permission granted on Appeal have been finally disposed of whether by way of proceedings to the Court of Appeal, the Supreme Court or to any other appellate body and the 12mppa Planning Permission remains in full force and effect.</p>
<b>Development</b>	means the development authorised by the 12mppa Planning Permission.



<b>Highways Improvement Fund</b>	the fund as outlined and secured in the 12mppa S106 Agreement to support improvements to the local highway network serving the Airport including junction capacity, highway safety and footway and cycleway improvements to be used to mitigate adverse impacts arising from the Development.
<b>Infrastructure Development Works</b>	means the infrastructure development works included within the 12mppa Planning Permission as described in the table and plan at Appendix 2 of this Deed.
<b>mppa</b>	means throughput in million passengers per annum.
<b>Owners</b>	means together the Owner, SWAL and BADL.
<b>Parties</b>	means the Parties to this Deed and <b>Party</b> shall be construed accordingly.
<b>Planning Application</b>	means the planning application made by the Owner to the Council and registered on 12 December 2018 with reference number <b>18/P/5118/OUT</b> .
<b>Public Transport Fund</b>	a fund for the ongoing development of public transport serving the Airport established under the 10mppa S106 Agreement as specified in paragraph 2.1 of Schedule 5 to the 12mppa S106 Agreement.
<b>Public Transport Improvement Fund</b>	a new public transport improvement fund managed through SASG and the BATF to fund-improvements to public transport services and infrastructure at the Airport aimed at contributing towards modal shift to public transport services, and to ensure ongoing provision totalling the sums specified in paragraphs 2.3 and 3.1 of Schedule 5 to the 12mppa S106 Agreement.
<b>Replacement ASAS</b>	an ASAS which fully replaces the 2012 ASAS to be prepared by the Owner with input from BATF.
<b>Secretary of State</b>	means the Secretary of State for Levelling Up, Housing and Communities and/or the Secretary of State for Transport or an Inspector appointed by the Secretary of State for Secretary of State for Levelling Up, Housing and Communities to determine the Appeal.
<b>Silver Zone 2016 Planning Permission</b>	the permission granted on 11 November 2016 pursuant to a planning application with reference 16/P/1486/F at Appendix 3.
<b>Silver Zone 2018 Planning Permission</b>	the permission granted on 25 October 2018 pursuant to a planning application with reference 18/P/4007/FUL at Appendix 4.
<b>SASG</b>	the Surface Access Steering Group (SASG) established pursuant to paragraph 2.1 of Schedule 2 to the 12mppa S106 Agreement which shall replace the Steering Group established pursuant to the 10mppa S106 Agreement and whose duties shall include the management of the Public Transport Fund, the Public Transport Improvement Fund and the Highways Improvements Fund, and who shall report to the BATF.
<b>Steering Group</b>	the steering group defined in the 10mppa S106 Agreement.



**Working Day**

a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday in England

- 1.2 Reference to any statute or statutory provisions includes a reference to:-
- 1.2.1 any modification, extension or re-enactment of that statute or statutory provision for the time being in force; and
  - 1.2.2 shall include all instruments, orders, permissions and directions for the time being made issued, or given pursuant to it, or deriving validity from it whether before or after the date of this Deed.
- 1.3 Where in this Deed reference is made to any Clause, Paragraph, Appendix or Schedule such reference (unless the context otherwise requires) is a reference to a Clause, Paragraph, Appendix or Schedule in this Deed.
- 1.4 The headings in this Deed are intended for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 Words of the masculine gender include all genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.7 Whenever there is more than one person named as a Party and where more than one Party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually, unless there is an express provision otherwise.
- 1.8 References to any Party to this Deed shall include the successors in title to that Party and to any deriving title through or under that Party and in the case of the Council, the successors to its statutory functions.

**2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act.
- 2.2 The Owner considers that this Deed together with the 12mppa S106 Agreement contains the planning obligations, restrictions and covenants necessary to regulate the continuing implementation, development and operation of the Application Site or any part thereof, as authorised by the 10mppa Planning Permission, the Silver Zone 2016 Planning Permission, the Silver Zone 2018 Planning Permission and the 12mppa Planning Permission.

**3. CONDITIONAL ENTRY INTO FORCE**

- 3.1 This Deed shall come into effect immediately upon the Effective Date, save that Clause 14 shall take effect on the date of this Deed.

**4. DURATION**

- 4.1 This Deed shall cease to have effect and be extinguished automatically (insofar only as it has not already been complied with) in the event that the 12mppa Planning Permission is quashed, revoked or otherwise withdrawn or without the consent of the Owner is modified by any statutory procedure, upon which event the 10mppa S106 Agreement will forthwith take effect and remain in full legal force and effect.



- 4.2 In the event that the Secretary of State grants the 12mppa Planning Permission pursuant to the Appeal but expressly states in his decision letter that any obligation (or part thereof) contained in this Deed:

- 4.2.1 is not a material planning consideration; or
- 4.2.2 that no weight can be attached to the obligation in determining the Appeal; or
- 4.2.3 otherwise fails to comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended);

then such an obligation (or part thereof) will be deemed to be null and void and severed from the remainder of this Deed.

## **5. PROVISIONS FOR RELEASE**

- 5.1 Any person shall, upon parting with the whole or any part of their interest in the Airport, be released from all obligations, undertakings, covenants and agreements contained in this Deed in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations undertakings or covenants.

## **6. CHARGEES CONSENT**

- 6.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Airport shall be bound by the obligations as provided for in this Deed and that the security of the Charges over that part of the Airport registered under titles ST180919, ST343009 and ST346326 shall take effect subject to this Deed PROVIDED THAT the Chargee (or any subsequent mortgagee or chargee) shall not be liable for any of breach of the obligations of this Deed unless committed or continuing at a time when the Chargee (or any subsequent mortgagee or chargee) is in possession of all or any part of the Airport in which case it too will be bound by the obligations as if it was a person deriving title from the Owners.

## **7. VAT**

- 7.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## **8. NO WAIVER**

- 8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 8.2 No failure or delay by the Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy by the Council.

## **9. REGISTRATION**

- 9.1 This Deed is a local land charge and may be registered as such by the Council.

## **10. TITLE**

- 10.1 The Owners warrants that they have power to carry out the obligations under this Deed.
- 10.2 The Owners warrant that save for any new interests in the Airport pending registration at the Land Registry at the date of this Agreement, the lessees as listed on title ST180919; leasehold



title ST335233 and the Chargee, there are no other persons with any interest (legal or equitable) in the Airport or any part of it as at the date of this Deed.

## **11. NOTICES AND APPROVALS**

- 11.1 Any notices or other written communication to be served, or documents to be submitted on or to, any Party to this Deed shall be deemed to be validly served or given if personally delivered by hand or if sent by post (including registered or recorded delivery post) to that party upon whom it is served or to whom it is to be given on the next Working Day after the day of delivery.
- 11.2 A notice or communication shall be served or given:-
- 11.2.1 On the Owner at Lulsgate House, Bristol Airport, Bristol, BS48 3DW marked for the attention of the Planning Manager;
- 11.2.2 On the Chargee at Credit Agricole Corporate and Investment Bank, London branch, Broadwalk House, 5 Appold Street, London EC2A 2DA marked for the attention of the Financial Controller;
- 11.2.3 On the Council at Town Hall Walliscote Grove Road Weston-super-Mare BS23 IUJ marked for the attention of the Director of Place.
- 11.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.
- 11.4 The Owner will give the Council not less than 7 days' notice of the intended date for Commencement of Development.
- 11.5 Failure to provide the notice at 11.4 above will not render this Deed inoperative.

## **12. CONTRACTS (RIGHT OF THIRD PARTIES) ACT 1999**

- 12.1 For the avoidance of doubt and with reference to Sections 1 and 2 of the Contracts (Rights of Third Parties) Act 1999, no terms of this Deed are enforceable by a third party and any term may be rescinded or varied without the consent of any third party.

## **13. OTHER DEVELOPMENT**

- 13.1 Nothing in this Deed shall prohibit or limit the right of the Owner to develop any part of the Application Site in accordance with a planning permission (other than the 10mppa Planning Permission or the 12mppa Planning Permission) granted after the date of this Deed.

## **14. JURISDICTION**

- 14.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **15. COVENANTS BY THE OWNER**

- 15.1 The Owner covenants to the Council so as to bind the Owners' legal interests in the Airport that they will observe and perform the obligations and restrictions set out in this Deed.



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 **Bristol Airport Limited** acting by a director and a director/secretary:

Director

Director/Secretary

Executed as a deed by **South West Airports Limited** acting by David Kerr, a director, in the presence of a witness:

Director

Signature (Witness) 

Print Name KATARIDA WRIGHT

Address 17 THYME COURT

205 HOLDERS HILL ROAD

LONDON NW7 1NJ

Occupation EXECUTIVE ASSISTANT

Executed as a deed by **Bristol Airport Developments Limited** acting by a director and a director/secretary:

Director

Director/Secretary

Executed as a deed by **Credit Agricole Corporate and Investment Bank** acting by a director and a director/secretary:

Director

Director/Secretary



## SCHEDULE 1

### Obligations relating to Transport and Travel

#### Part 1

#### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Where in this Schedule 1 and where relevant Schedule 2, the following defined terms and expressions are used they have the following meaning unless otherwise stated:

<b>Approved PTMS Re-baselining Methodology</b>	means the methodology for re-baselining the PTMS as approved pursuant to Schedule 2, paragraph 3.1 of the 12mppa S106 Agreement.
<b>CAA</b>	means the Civil Aviation Authority or any successor body in function from time to time in place.
<b>Metrobus Contribution</b>	an initial sum of £500,000 managed by the SASG through the Public Transport Improvement Fund as a contribution to fund the Metrobus Improvements as detailed in Schedule 5 of the 12mppa S106 Agreement.
<b>Metrobus Improvements</b>	service enhancements, integration and infrastructure improvements to deliver service integration connecting the Airport (excluding the Public Transport Interchange) with the Metrobus network as identified in the 'Metrobus Service Integration and Network Improvements' feasibility study.
<b>Passenger and Staff Survey Report</b>	<p>An annual transport monitoring report of all passenger transport modes to be submitted to the Council and the SASG by the Owner pursuant to paragraph 2.3.3 below, and including:</p> <ul style="list-style-type: none"><li>• annual CAA UK airport survey reports and statistics data;</li><li>• Public Transport Modal Share monitoring data including use of primary and secondary modes of transport (by CAA data and similar supporting data);</li><li>• Staff Travel Plan and Workplace Travel Plan survey data via Travelwest annual surveys or an agreed replacement;</li><li>• Automated traffic counts;</li><li>• A summary of annual public transport ticket data for all bus services operated under contract by the Owner. For other services accessing the Airport, a summary of annual Public Transport ticket data will be sought and reported by the Owner using best and reasonable endeavours; and</li><li>• Parking monitoring data for the Owner's car parks and identification of external parking sites via an annual aerial survey only.</li></ul>
<b>Public Transport</b>	means any mode of transport other than private motor vehicles, hackney carriages and private hire vehicles.



<b>PTMS</b>	means the percentage of trips made to the Airport via Public Transport in a given period.
<b>Re-baselined PTMS</b>	means the percentage of trips made to the Airport via Public Transport in a given period calculated using the Approved PTMS Re-baselining Methodology.
<b>Staff Travel Plan</b>	Means Bristol Airport's current travel plan approved by the Council in January 2016 which will be replaced by the Workplace Travel Plan in accordance with the 12mppa S106 Agreement.
<b>Workplace Travel Plan</b>	the Workplace Travel Plan pursuant to Schedule 2, paragraph 4.2 of the 12mppa S106 Agreement.

## Part 2

### 2. AIRPORT SURFACE ACCESS STRATEGY

- 2.1 With effect from the Effective Date until the provision by the Owner of the Replacement ASAS referred to in paragraph 2.2, the Owner covenants to continue the actions and pursue the objectives contained in the 2012 ASAS.
- 2.2 The Owner covenants to provide the Council with a Replacement ASAS within six months of the Effective Date and thereafter to continue the actions and pursue the objectives contained in the Replacement ASAS.
- 2.3 The Replacement ASAS must include (but not be limited to):
  - 2.3.1 All relevant obligations contained in Part 1 of Schedule 4 to the 10mppa S106 Agreement shall be imported into the Replacement ASAS in such a manner as to avoid any duplication and ensure that those obligations shall continue unencumbered as a result of being incorporated into the Replacement ASAS.
  - 2.3.2 A 'Transport Mode Hierarchy', recognising the environmental impact of the different modes of transport, and with an objective to move as many people as possible higher up the hierarchy.
  - 2.3.3 In relation to the PTMS:
    - (a) A new methodology to calculate the PTMS of passengers as part of the Passenger and Staff Survey Report.
    - (b) A stretch target to increase the PTMS by 2.5% above the Re-baselined PTMS, which is to be achieved prior to the date on which the latest monitoring report provided by the Owner to the Council in accordance with the 12mppa Planning Permission shows that the terminal throughput first reaches 12 million passengers over a twelve month period through the procurement of service improvements and commitments to be identified in the Replacement ASAS and the obligations contained in paragraph 4 below.
    - (c) The PTMS target as determined in accordance with sub-paragraph 2.3.3 shall be monitored by the Owner and reported annually to the Council.
    - (d) A provision for the Replacement ASAS to provide for an annual action plan which monitors all the service improvements and commitments contained therein against a set of key performance indicators (**KPIs**) together with any further measures considered necessary to achieve the PTMS target referred in paragraph 2.3.4.



- (e) The KPIs referred to in sub-paragraph (d) shall include achieving an average increase of 0.5% improvement in public transport use per annum above the baseline referred to in paragraph 2.3.4(a) following the 10mppa Trigger Date as progress towards the overall target of 2.5%.
- (f) In the event that a 0.5% annual increase in the Re-baselined PTMS is not achieved additional measures must be identified and implemented in accordance with paragraph 2.3.4 to meet the mode share target by the Owner.

2.3.4 Where the year on year KPI set out in 2.3.3(e) is not met, the Replacement ASAS shall require the Owner:

- (a) In the first individual year of not achieving the KPI of 0.5%, to undertake a comprehensive review of the Replacement ASAS and Workplace Travel Plan including a review of the funding of any revised measures by the Owner;
- (b) In the second consecutive year of not achieving the KPI of 0.5%, apply additional funding of public transport measures or services beyond those set out in this Deed; and
- (c) In the third consecutive year of not achieving the KPI of 0.5%, develop an action plan to include the principle of a reasonable reduction in consented parking spaces or other modifications.

2.3.5 Details of the service improvements and commitments that the Owner will undertake to increase the Re-baselined PTMS and reduce congestion including (but not limited to):

- (a) to maintain and increase the following express bus service connections to and from the Airport the cost of which shall be underwritten by the Owner;
  - (i) to Bristol City Centre (referred to as the **Bristol Flyer**) with at least six services per hour to be increased to at least 8 services per hour beyond the 10mppa Trigger Date. This service will be subject to a formal review after 12 months and the results of that review will be reported to the Steering Group with any additional information requested by the Steering Group to be provided within a reasonable period of time;
  - (ii) to Weston-super-Mare (referred to as the **Weston Flyer**), with at least an hourly seven days per week service from 8mppa until the 10mppa Trigger Date and at least a half hourly service beyond the 10mppa Trigger Date. This service will be subject to a formal review after 12 months and the results of that review will be reported to the Steering Group with any additional information requested by the Steering Group to be provided within a reasonable period of time;
  - (iii) to Bath, with at least an hourly service from the 10mppa Trigger Date onwards.
- (b) within six months of the Effective Date, the Owner shall undertake the Weston Flyer feasibility study to review the integration of the Weston Flyer service into Worle Station;
- (c) within 18 months of the production of the study in (b) above, and subject to the securing of any necessary planning approvals and other consents or permissions as may be required, integrate the Weston Flyer service into Worle Station including waiting and stop enhancements, supporting the future Worle Station enhancement works provided that such measures can be funded by existing allocations from the Public Transport Fund or Public Transport Improvement Fund.



- (d) to undertake an annual marketing programme the details of which shall be consulted with the Council in conjunction with the Replacement ASAS to raise awareness of, and promote, all sustainable modes of transport at the Airport including the development of the Bristol Airport website to enable customers to make a comparison between all journey options by different modes (including parking and public transport) and pricing during, or to inform, their booking.
- (e) within six months of the Effective Date, undertake the 'Metrobus Service Integration and Network Improvements' feasibility study to review integration of the A1 Bristol Flyer service with the Metrobus network the scope of which shall include (but not be limited to):
  - (i) Joint Metrobus/Airport branding of vehicles;
  - (ii) Consideration of a two-zone fare structure with a central zone aligned with Metrobus fares and an Airport fare zone;
  - (iii) Acceptance of Metrobus tickets for interim journeys within the central zone;
  - (iv) Upgraded information across the Metrobus network to add the Airport to the Metrobus network map;
  - (v) Off-bus ticketing options; and
  - (vi) Review of stopping patterns

for the avoidance of doubt it shall not be in the remit of this feasibility study to consider any transfer of ownership of the A1 Bristol Flyer Service to Metrobus or any other third party supplier.

- (f) within 18 months of the production of the study in (e) above, and subject to agreement with the appropriate Metrobus authorities and the securing of any necessary planning approvals and other consents or permissions (including from the SASG), to use the Metrobus Contribution to fund the implementation of the Metrobus Improvements as per the study in (e) above, provided always that there shall be no requirement to implement the Metrobus Improvements beyond the value of the Metrobus Contribution unless the measures are capable of being funded through existing allocations from either the Public Transport Fund or the Public Transport Improvement Fund.
- (g) provided that such measures specified in this paragraph (g) are capable of being funded up to a maximum sum of £200,000 (such sum to be distributed evenly between improvements for the Somerset/Devon and South Wales routes) and can be allocated from existing funds within either the Public Transport Fund or the Public Transport Improvement Fund, promotion and development of the existing long-distance services to destinations in Somerset/Devon and South Wales (subject to patronage and viability) including but not limited to:
  - (i) Delivery of service improvements, through enhanced timetables and/or greater network coverage.
  - (ii) Within six months of the Effective Date, delivery of a feasibility study in liaison with service operators and relevant local authorities to determine measures for and the design of infrastructure improvements to routes.
  - (iii) Subject to a positive outcome from the feasibility study referred to at sub-paragraph 2.3.5(g)(ii), commence delivery of infrastructure improvements to the routes within six months of the acceptance in writing by the Council of the feasibility study.



- (h) Within six months of the Effective Date, a multi-modal pricing review to ensure options higher up the modal hierarchy are supported and enabled financially through cost comparison analysis.
- (i) A local community concessionary fare system for residents within BS40, BS48 and BS49 postcodes which provides a discount of at least 50% on the published fare for the Bristol Flyer and includes a detailed marketing plan to raise awareness of the local community concessionary fare arrangements in the local community, which shall be retained as long as the Bristol Flyer service or any such replacement of this service is in operation.
- (j) Support and develop local bus services subject to patronage and viability.
- (k) Proposals to encourage those companies operating retail and catering concessions at the Airport to consolidate off-site the deliveries of goods to the Airport using a consolidation centre such as that at Avonmouth (used for Cabot Circus) to help to reduce the numbers of large goods vehicles on the A38 and other local roads serving the Airport.

2.3.6 An annual programme of monitoring including:

- (a) prior to Commencement of Development the Owner will inform the Council when submission of the first Passenger and Staff Survey Report will be submitted to the Council taking into account when the details from the first CAA survey are shared with the Owner following the Effective Date;
- (b) thereafter to submit the Passenger and Staff Survey Report to the Council and SASG on the annual anniversary of the date of the first Passenger and Staff Survey Report.

### **3. NEW PUBLIC TRANSPORT SERVICES**

- 3.1 Following the initial period of 24 months referred to in paragraph 3.3 of the 12mppa S106 Agreement, the Flyer Shuttle shall only receive funding through the Public Transport Fund or Public Transport Improvement Fund at the discretion of the SASG.

### **4. PARKING**

- 4.1 The Owner covenants to implement car parking at the Airport in accordance with the following strategy:

4.2 Phase one –

4.2.1 bring into operation the MSCP2; and

4.2.2 implementation of the year round use of the Seasonal car park known as Cogloop 1; in accordance with Condition 6 (Monitor and Manage) of the 12mppa Planning Permission.

4.3 Phase two –

4.3.1 implementation of the extension to the 'Silver Zone' car park known as Cogloop 2; and

4.3.2 development of the MSCP3;

in accordance with Condition 6 (Monitor and Manage) of the 12mppa Planning Permission.



## SCHEDULE 2

### Obligation relating to the Noise Mitigation Scheme

#### Part 1

#### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Where in this Schedule 2 the following defined terms and expressions are used, they have the following meaning unless otherwise stated:

**Noise Mitigation Scheme** means a scheme to provide noise insulation and/or suitable alternative means of ventilation to all habitable rooms, and kitchens used for dining in qualifying properties.

#### Part 2

#### 2. NOISE MITIGATION SCHEME

- 2.1 Prior to Commencement of Development, the Owner shall submit a Noise Mitigation Scheme to the Council for not less than three months consultation and shall not implement the scheme before taking into account any consultation feedback from the Council.
- 2.2 The Owner agrees that the Noise Mitigation Scheme submitted for consultation shall include the following:
- 2.2.1 Residential properties located within the 57dB, 60 dB and 63 dB (A) LAeq, 16hr (07:00 – 23:00) contours and the 55 dB (A) LAeq, 8hr (23:00 to 07:00) contour shall be eligible for noise insulation grants as set out in the schedule below:

Contour	Sum
60 dB (A) LAeq, 16hr (0700h – 2300h) or above	£ 8,000
55 dB(A) LAeq, 8hr (23:00 to 07:00)	£ 5,500
57 LAeq, 16hr (0700h – 2300h)	£ 5,000

- 2.2.2 The noise mitigation measures included in any Noise Mitigation Scheme shall be supported by evidence of in-situ testing of effectiveness against aircraft noise for a representative sample of residential properties.
- 2.2.3 As well as noise mitigation measures the Noise Mitigation Scheme shall include measures to provide suitable alternative means of ventilation and prevention of overheating where appropriate and necessary.
- 2.2.4 The Noise Mitigation Scheme shall be designed to achieve (within the context of the individual properties) the recommended day and night internal LAeq,t noise levels from BS 8223:2014 without a 5 decibel uplift and on no more than 10 occasions per annum noise levels should reach no more than 45 dBA L<sub>Amax</sub> due to aircraft noise intrusion in bedrooms between 2300 and 0659 hrs.



- 2.3 Upon the opening of the Noise Mitigation Scheme to qualifying properties the Owner shall submit details of grants provided pursuant to the Noise Mitigation Scheme to the Council on the following anniversary and thereafter annually.



### **SCHEDULE 3**

#### **Notices and Approvals**

1. Where in Schedules 1 Part 2, Paragraphs 2.3.3 (a) and (c), 2.3.4 (a), (b), (c), 2.3.5 (h), 2.3.6 (a) and (b) and Schedule 2 Part 2, Paragraph 2.1 of this Deed the Owner has covenanted to submit a document, report, scheme, methodology, seek an expression of satisfaction, certificate, approval, agreement or other consent from the Council, the Owner will do so in accordance with the provisions of clause 12 of the 12mppa S106 Agreement. For the avoidance of doubt, where agreement cannot be reached with the Council the Owner will agree that Clause 17 of the 12mppa S106 Agreement (Dispute Resolution) will apply.
2. Any notices or other written communication to be served, or documents to be submitted on or to, the Council shall be served or given if personally delivered by hand or if sent by post (including registered or recorded delivery post) to the Council at Town Hall Walliscote Grove Road Weston-super-Mare BS23 1 UJ marked for the attention of the Director of Place.



**APPENDIX 1**  
**Application Site Plan**







## **APPENDIX 2**

### **12mppa Infrastructure Works**



## List of Infrastructure Works

Site Reference Plan Reference (Appendix B)	Development Component
C	West terminal extension (Phase 2)
E and F	South terminal extension with arrivals vertical circulation cores (bussing)
B	Canopies to the front of the existing terminal building
G	Walkway to east pier with vertical circulation core to 1 PBZ
H	East pier with vertical circulation cores and 5 no. PBZs
P	Acoustic fence
A	MSCP (Phase 3)
D	Service yard
N	Gyratory road with internal surface car parking
O	Highway improvements
J	Taxiway widening and fillets
K	Eastern taxiway link
L	Year-round use of Silver Zone car park extension (Phase 1) (operational change with permanent fixed lighting and CCTV)
M	Silver Zone car park extension (Phase 2)







## **APPENDIX 3**

### **Silver Zone 2016 Planning Permission**



NOTICE OF DECISION  
Town and Country Planning Act 1990



Amec Foster Wheeler Environment &  
Infrastructure UK Limited  
Redcliff Quay  
Park Avenue  
120 Redcliff Street  
Bristol  
BS16HU

Application Number 16/P/1486/F

Category Full Planning  
Permission

**Application No:** 16/P/1486/F  
**Applicant:** Bristol Airport  
**Site:** Bristol International Airport, North Side Road, Felton, BS48 3DY  
**Description:** Development of car parking with associated temporary lighting, fencing and landscaping on agricultural land, providing approximately 3,650 long stay car parking spaces for use in peak months May-October and forming an extension to the existing Silver Zone Car Park

North Somerset District Council in pursuance of powers under the above mentioned Act hereby **GRANTS CONSENT** for the above development in accordance with the plans and particulars received and subject to the following condition(s):-

- 1 The development hereby permitted shall be begun before the expiry of three years from the date of this permission.

Reason: In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990.

Approved Documents

- 2 The development hereby permitted shall be carried out in accordance with the approved plans and documents listed Below:

Planning Statement June 2016  
Design and Access Statement June 2016  
Geo-environmental Report May 2016  
Landscape and Visual Appraisal June 2016  
Ecological Impact Assessment June 2016  
Information to inform Habitats Regulations Assessment July 2016  
Transport Statement June 2016  
Magnetometer Survey Report April 2016  
Drainage Design Note May 2016  
Heritage Statement -June 2016  
Arboricultural Assessment May 2016  
External Lighting Strategy - September 2011  
Temporary Lighting Zone Plan - Drawing Number 1111 - P02  
Linktower CSO86676 (Temporary lighting specification) - Drawing Number 1112 P00



Figure 21 (Revised), Silver Zone Car Park Extension Landscape Strategy

Bat and Bird Box Plan

Bristol Airport 'Results of Bat Activity Survey July 2016' (covering period 30/06/2016 - 11/07/2016)

Information on Badger Setts Annex v1.1 30/08/2016

Shadow Habitats Regulations Assessment

Drawing Numbers: 1100P01; 1101P00; 1103P00; 1104P00; 1106P00; 1107P00;

Reason: For the avoidance of doubt and in the interest of proper planning.

Restriction is Use of Seasonal car Park

- 3 The car park hereby approved shall only be used between 1st May and 31st October in any year and at no other times.

Reason: Very Special Circumstances have been provided to justify development in the Green Belt and that the need for this car park only arises during peak seasonal demands. It is therefore appropriate to reduce its impact at other times in accordance with Policies CS5 and CS6 of the Core Strategy and Policies DM10 and DM12 of the Sites and Policies Plan Part 1.

- 4 Notwithstanding the requirements of condition 3 the use of the car park hereby approved shall cease from 31st October 2017 unless Multi-Storey Car Parking comprising 984 spaces has been constructed and the 984 car parking spaces are made available for use in accordance with plans and details to have been submitted to and approved in writing by the Local Planning Authority.

Reason: Development of Green Belt car parking shall be commensurate with the development of other airport car parking not in the Green Belt in accordance with policy CS6 of the Core Strategy and DM12 of the Sites and Policies Plan.

Lighting

- 5 No external lighting shall be installed until the following details/plans have been submitted to the LPA for approval in writing, to include:

- (i) details of the type and location of the proposed lighting;
- (ii) existing lux levels affecting the site;
- (iii) the proposed lux levels and lighting contour plans, with confirmation that lighting levels of less than 1 lux will be achieved on the horseshoe bat foraging habitats and commuting routes on day one of the operational phase;
- (iv) details of lighting restrictions that will be in effect to maintain horseshoe bat commuting routes at below 1 lux during the construction phase;
- (v) details of proposals to undertake a monitoring visit once temporary lighting is operational, that will check and ensure the stated lux levels are being achieved. The results shall be submitted to the local planning authority. If the appropriate lux levels are not being achieved, remedial works shall be undertaken to ensure implementation.

Any external lighting shall be installed and operated in accordance with the approved details.

Reason: To reduce the potential for light pollution in accordance with Policy CS12 of the North Somerset Core Strategy and to protect bat habitat in accordance with the



#### Landscaping

- 6 The earth bund shall be completed in accordance with the approved plans and details before the car park hereby granted is brought in to use and the planting of the bund and other parts of the site shall be carried out in accordance with the approved specifications (Revision D - dated 26 August 2016 of the Landscape and Visual Appraisal) in the first planting season (October to March inclusive) following completion of the works or when the car park is brought in to use, whichever occurs first.

Reason: To ensure that landscaping schemes if fully implemented in a timely manner in accordance with Policy CS5 of the North Somerset Core Strategy.

- 7 Trees, hedges and plants shown in the landscaping scheme to be retained or planted which, during the development works or a period of five years following full implementation of the landscaping scheme, are removed without prior written consent from the Local Planning Authority or die, become seriously diseased or are damaged, shall be replaced in the first available planting season with others of such species and size as the Authority may specify.

Reason: To ensure as far as possible that the landscaping scheme is fully effective and in accordance with Policy CS5 of the North Somerset Core Strategy.

#### Ground Contamination

- 8 If, during development, contamination is found to be present at the site then no further development unless otherwise agreed in writing with the Local Planning Authority shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this contamination shall be dealt with and obtained written approval of the strategy from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To ensure the proposed development will not cause pollution or harm to public health in accordance with Policy CS3 of the North Somerset Council Core Strategy.

#### Biodiversity

- 9 The development shall be carried out in accordance with the mitigation and enhancement measures outlined in Sections 6.1 and 6.2 of the Bristol Airport Cogloop Car Park EIA Final Report Version 2 (Johns Associates, 2016). If amendments to the methodology are required, details of the changes must be submitted in writing and agreed by the Local Planning Authority before relevant works proceed. The development shall then be implemented in accordance with the agreed changes.

Reason: To ensure compliance with the Conservation of Habitats and Species Regulations 2010 (as amended), the Wildlife and Countryside Act 1981 (as amended)], the Badger Protection Act 1992, Wild Mammals Protection Act 1996, Policy CS4 of the North Somerset's Core Strategy Policy CS4 and Policy DM8 of the Site and Policies Plan



Part 1.

- 10 A Construction Environment Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. This shall include details of the method of works, including: site enabling works, vegetation clearance, siting and installation of services, drainage; measures for storage and disposal of waste; implementation of pollution prevention guidelines (PPGs); measures for the protection of ecological features and trees; and provisions to avoid harm to protected species and wild mammals/ Works shall be implemented in strict accordance with the approved methodology.

Reason: To ensure compliance with the Conservation of Habitats and Species Regulations 2010 (as amended), the Wildlife and Countryside Act 1981 (as amended)], the Badger Protection Act 1992, the Wild Mammals Protection Act 1996, Policy CS4 of the North Somerset's Core Strategy policy CS4 and Policy DM8 of the Site and Policies Plan.

- 11 The approved bird and bat boxes shown in drawing number 7669\_S1\_3\_8 shall be provided before the car park is brought into use and shall be maintained and replaced if necessary at all times thereafter

Reason: To conserve and enhance site biodiversity in accordance with the Natural Environment and Rural Communities Act 2006; and ensure that adequate habitat is provided for notable bird species in accordance with Policy CS4 of the North Somerset Core Strategy.

- 12 No development shall commence until a plan showing the location and design of tree/hedge protection fencing for those trees and hedges to be retained has been submitted to and agreed in writing by the Local Planning Authority and all of the agreed protection fencing has been installed. Unless otherwise specified the fencing shall be as shown in Figure 2 of Check latest ref. BS5837:2012 'Trees in Relation to Construction - Recommendations' and shall be erected to achieve root protection areas in accordance with BS5837:2005. Root protection area calculations and the location of the fencing will be informed by the recommendations of BS5837:2012. This fencing shall remain in place during site works. The Local Planning Authority is to be advised at least 7 days prior to development commencing of the fact that the tree/hedge protection measures as required are in place and available for inspection.

Reason: To ensure that trees and hedges are protected in accordance with Policy CS4 of the North Somerset Core Strategy and Site and Policies Plan Part 1, Development Management policy DM8 and DM9; and to retain and protect flight lines for bats: Conservation of Habitats and Species Regulations 2010 (as amended).

- 13 The development shall be implemented in strict accordance with the mitigation and enhancement measures outlined in Table 6.1 (M1-M8) and Table 6.2 (E1) of the submitted 'Confidential Badger Annex V1.1 30/08/16'; which shall also be included in any relevant plans where indicated necessary, such as the CEMP. If amendments to the report recommendations are required, details of the changes must be submitted in writing and agreed by the Local Planning Authority before relevant works proceed. The development shall then be implemented in accordance with the agreed changes.



Reason: To ensure compliance with the Protection of Badgers Act 1992.

- 14 Prior to commencement of development a landscape and ecological management plan (LEMP) for the site shall be submitted to and approved by the Local Planning Authority in writing. This shall include a table of works including monitoring. Ongoing management shall be carried out in accordance with the approved details

Reason: To ensure the provisions of the Habitats Regulation Assessment are implemented in accordance with the Conservation of Habitats and Species Regulations 2010 (as amended), Wildlife and Countryside Act 1981 (as amended).

- 15 Bat monitoring surveys of the site shall be undertaken in accordance with details to be agreed with the Local Planning Authority on the first, second and fifth anniversary of the any part of the car park hereby approved being brought in to use. The results of these surveys shall be submitted within 6 months of the surveys being undertaken. The objective of the surveys will be to determine if horseshoe bat species are continuing to foraging and commute on site. If numbers of greater horseshoe and other bat species using the site have declined, additional/amended mitigation measures shall be implemented in accordance with details and a timetable to be agreed by the Local Planning Authority.


Reason: To ensure that Favourable Conservation Status is maintained in compliance with the Conservation of Habitats and Species Regulations 2010 (as amended).

#### **Advice note(s)**

The applicant is advised that a Natural England licence will need to be obtained prior to the commencement of any works that would be likely to breach the provisions of the Protection of Badgers Act 1992.

**For advice about how to comply with the conditions above visit [www.n-somerset.gov.uk/planningconditions](http://www.n-somerset.gov.uk/planningconditions)**

Date: 11 November 2016



Signed  
Director of Development & Environment

Please use our [online contact form](http://www.n-somerset.gov.uk/contactplanning) on our website at [www.n-somerset.gov.uk/contactplanning](http://www.n-somerset.gov.uk/contactplanning) if you require further information on this decision.



## NOTES RELATING TO A DECISION TO APPROVE PERMISSION

These notes are intended as helpful advice. PLEASE READ THEM CAREFULLY. Make sure everyone has a copy that needs it, including your builder or contractor.

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### Scope of this decision notice

This decision notice grants planning permission only. It should not be taken to imply that the scheme meets the requirements of any other agency that may be involved. Please make sure that you have obtained all the approvals you need before starting work. If you are in any doubt you should obtain professional advice.

### Building Regulations

Before you start construction work you need to obtain separate approval under Building Regulations. You can contact the team on 01275 884550 or submit your application on our [website](#).

### Conditions

This approval is subject to conditions. They are an integral part of the decision and are important because they describe how the council requires you to carry out the approved work or operate the premises. It is your responsibility to comply fully with them.

Please pay particular attention to those conditions that have to be met before work commences. There is a fee for requests for written confirmation that conditions have been complied with. Details of these fees can be found on our website at [www.n-somerset.gov.uk/planningconditions](http://www.n-somerset.gov.uk/planningconditions). When sending us information please include the decision reference number and relevant condition number. Depending on the complexity of the issues involved it can take up to 12 weeks for conditions to be discharged. It is therefore important that you submit any required details to us early.

### Appeals

If you are aggrieved by the decision of your Local Planning Authority to impose any of the conditions (or to only approve part of an application for Advertisement Consent), then you can appeal to the Secretary of State for the Environment in accordance with the provisions of Town and Country Planning Act 1990. If you want to appeal against your local planning authority's decision then you must do so **within 6 months** of the date of this notice.

Appeals must be made using a form, which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Alternatively, your appeal can be submitted electronically using the Planning Portal at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs).

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of a Development Order or to directions given under it. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

### Prepare for floods

If the scheme to which this approval relates is at risk of flooding you should prepare a flood plan to help keep people safe and protect your property. You can find out if your property is at risk of



flooding and how to prepare a flood plan on the [Government's website](#). You should also sign up for [flood warnings](#).

### **Works which affect a Public Highway**

Any works/events carried out by or for a developer which affects the public highway in any way must be co-ordinated in accordance with the New Roads and Street Works Act 1991 and the Traffic management Act 2004 to minimize disruption to users. Developers are required to inform undertakers of their proposed works, to jointly identify any affected apparatus, and to agree diversion or protection measures and corresponding payment.

Developers are also required to liaise/seek permission of North Somerset Council's Street Works Section (01934 888802 or [streetworks@n-somerset.gov.uk](mailto:streetworks@n-somerset.gov.uk)) at least one month in advance of the works and this must be in line with the requirements of the NRSWA 1991 and TMA 2004. The developer must endeavor to ensure that undertaker connections/supplies are coordinated to take place whenever possible at the same times using the same traffic management. It should be noted that where road closures or formal restrictions are required to undertake works, a minimum of three months' notice will be required.

### **Public Rights of Way**

The grant of planning permission does not entitle developers to interfere or obstruct any public right of way (PROW). The obstruction of a PROW is an offence. If required an application can be made to North Somerset Council to divert the PROW and should be made well ahead of any development.

It is also an offence to drive a mechanically propelled vehicle without lawful authority on any PROW. The grant of planning permission should not be treated as a grant of lawful authority. Please contact the PROW Team for further advice on 01934 888802.

### **Changes to Plans:**

Should you wish to change your plans for any reason, including the need to meet the requirements of other legislation (for example Building Regulations) it is important that you notify us (i.e. 'the planners') before carrying on with work. Amendments to your approved plans may require a fresh application and could even prove to be unacceptable. Details of how to seek formal approval of amendments to a planning approval can be found on our [website](#) or by visiting the planning portal.

### **Enforcement:**

The council has powers to enforce compliance with planning permission and there are penalties for failure to comply. In cases where terms and conditions of planning permission are not adhered to and the Council finds it necessary to take enforcement action, it almost invariably results in delay and additional expense to the applicant. In extreme cases, it can mean that newly erected buildings have to be demolished.

### **Street Naming**

When you receive consent for the building of new a development(s)/property or creating additional flats/units within an existing dwelling, for reasons of public safety and for the allocation of an official postal address, please contact the Street Naming and Property Numbering Section, Town Hall, Weston-super-Mare, BS23 1UJ; Tel: 01275 88761; email: [strnames@n-somerset.gov.uk](mailto:strnames@n-somerset.gov.uk). Learn more on our [website](#).

### **Access to further information**

Further guidance on Planning and Building regulation information and services can be accessed on our website and on the Planning Portal at [www.planningportal.gov.uk](http://www.planningportal.gov.uk).



We strongly encourage the submission of planning applications via the Planning Portal. We also provide an online planning service on our website that allows you to monitor and review all applications we receive. This can help you keep you up-to-date with planning matters in your area.

**This publication is available in large print, Braille or audio formats on request. Help is also available for people who require council information in languages other than English. Please contact us using our [www.n-somerset.gov.uk/contactplanning](http://www.n-somerset.gov.uk/contactplanning)**



## **APPENDIX 4**

### **Silver Zone 2018 Planning Permission**



## NOTICE OF DECISION

Town And Country Planning Act 1990



Bristol Airport Ltd  
Mrs E Higgins  
Bristol Airport  
Bristol  
BS48 3DY

Application Number: 18/P/4007/FUL

Category: Full application

**Application No:** 18/P/4007/FUL  
**Applicant:** Bristol Airport Ltd  
**Site:** Land At Bristol Airport, North Side Road, Felton,  
**Description:** Application to vary condition no.3 attached to planning permission 16/P/1486/F (development of car parking with associated temporary lighting, fencing and landscaping on agricultural land, providing approximately 3,650 long stay car parking spaces for use in peak months May-October and forming an extension to the existing Silver Zone Car Park) to allow year-round use of car park for a temporary period of one year.

North Somerset District Council in pursuance of powers under the above mentioned Act hereby **GRANTS PERMISSION** for the above development in accordance with the plans and particulars received and subject to the following condition(s):-

- 1 The application is approved and shall be carried out in accordance with the following documents:
  - o Planning Statement - August 2018
  - o Ecological Statement
  - o Lighting Technical Note
  - o Site Location Plan - Drawing Number 1100 - P01
  - o Proposed Layout Plan - Drawing Number 1101 - P00
  - o Email dated 18th October including a table showing the number of car parking spaces temporary lost from each construction site and a plan showing the location of these spaces.

Reason: In the interests of clarity and to ensure the development accords with the approved documents

Restriction on use of Car Park

- 2 The car park hereby approved is permitted to be used from 1st November 2018 to 30th April 2019. Thereafter it shall only be used between May to October in any year and at no other times.



Reason: Very Special Circumstances have been provided to justify the temporary use of the car park in the Green Belt from November 2018 to April 2019 and during seasonal peak demands thereafter. The proposal therefore complies with Policy DM12 ('Development within the Green Belt') of the Sites and Policies Plan and paragraph 144 of the NPPF.

#### Lighting

- 3 The lighting used within the car park shall be maintained in accordance with those details included within the 'Landscape and Ecological Management Plan' which was approved by the Council on 15th December 2016 (under condition 14 of planning permission 16/P/1486/F) and it shall be monitored in accordance with the 'Monitoring of Temporary Lighting' statement accompanying this application. The lighting shall only be used while the car park is in use - between May and October each year and it shall not be used outside these months, save from November 2019 to April 2019.

Reason: To reduce the potential for light pollution in accordance with Policy CS12 of the North Somerset Core Strategy and to protect bat habitat in accordance with the Conservation of Habitats and Species Regulations 2010 (as amended), Wildlife and Countryside Act 1981 (as amended).

#### Landscaping

- 4 Trees, hedges and plants shown in the landscaping scheme approved under planning permission 16/P/1486/F shall be retained. If any trees, hedges or plants are removed without prior written consent from the Local Planning Authority or die, become seriously diseased or are damaged, they shall be replaced in the first available planting season with others of such species and size as the Local Planning Authority may specify.

Reason: To ensure as far as possible that the landscaping scheme is fully effective and in accordance with Policy CS5 of the North Somerset Core Strategy.

#### Biodiversity

- 5 Bat monitoring surveys of the site shall be undertaken in accordance with details to be agreed with the Local Planning Authority on the first, second and fifth anniversary of the any part of the car park hereby approved being brought in to use. The results of these surveys shall be submitted within 6 months of the surveys being undertaken. The objective of the surveys will be to determine if horseshoe bat species are continuing to forage and commute on site. If numbers of greater horseshoe and other bat species using the site have declined, additional/amended mitigation measures shall be implemented in accordance with details and a timetable to be agreed by the Local Planning Authority.

Reason: To ensure that Favourable Conservation Status is maintained in compliance with the Conservation of Habitats and Species Regulations 2010 (as amended) and Policy CS4 of the North Somerset Core Strategy.



Date: 25 October 2018  
Signed: Richard Kent  
Head of Development Management

For advice about how to comply with the conditions above visit [www.n-somerset.gov.uk/planningconditions](http://www.n-somerset.gov.uk/planningconditions)

Please use our [online contact form](http://www.n-somerset.gov.uk/contactplanning) on our website at [www.n-somerset.gov.uk/contactplanning](http://www.n-somerset.gov.uk/contactplanning) if you require further information on this decision.

**IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE**



## NOTES RELATING TO A DECISION TO GRANT PLANNING PERMISSION

These notes are intended as helpful advice. PLEASE READ THEM CAREFULLY. Make sure everyone has a copy that needs it, including your builder or contractor.

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### Scope of this decision notice

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### Building Regulations

Before you start construction work you need to obtain separate approval under Building Regulations. You can contact the team on 01275 884550 or submit your application on our [website](#).

### Conditions

This approval is subject to conditions. They are an integral part of the decision and are important because they describe how the council requires you to carry out the approved work or operate the premises. It is your responsibility to comply fully with them.

Please pay particular attention to those conditions that have to be met before work commences. There is a fee for requests for written confirmation that conditions have been complied with. Details of these fees can be found on our website at [www.n-somerset.gov.uk/planningconditions](http://www.n-somerset.gov.uk/planningconditions). When sending us information please include the decision reference number and relevant condition number. Depending on the complexity of the issues involved it can take up to 12 weeks for conditions to be discharged. It is therefore important that you submit any required details to us early.

### Appeals

If you are aggrieved by our decision to impose any of the conditions, then you can appeal to the Secretary of State for the Environment in accordance with the provisions of Town and Country Planning Act 1990. If you want to appeal against our decision then you must do so within 6 months [12 weeks if this is a decision to refuse planning permission for a shopfront proposal or a minor commercial application] of the date of this notice .

Appeals must be made using a form, which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Alternatively, your appeal can be submitted electronically using the Planning Portal at [www.gov.uk/appeal-planning-inspectorate](http://www.gov.uk/appeal-planning-inspectorate).

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of a Development Order or to directions given under it. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

### Prepare for floods

If the scheme to which this approval relates is at risk of flooding you should prepare a flood plan to help keep people safe and protect your property. You can find out if your property is at risk of flooding and how to prepare a flood plan on the [Government's website](#). You should also sign up for [flood warnings](#).



### **Works which affect a Public Highway**

Any works/events carried out by or for a developer which affects the public highway in any way must be co-ordinated in accordance with the New Roads and Street Works Act 1991 and the Traffic Management Act 2004 to minimize disruption to users. Developers are required to inform undertakers of their proposed works, to jointly identify any affected apparatus, and to agree diversion or protection measures and corresponding payment.

Developers are also required to liaise/seek permission of North Somerset Council's Street Works Section (01934 888802 or [streetworks@n-somerset.gov.uk](mailto:streetworks@n-somerset.gov.uk)) at least one month in advance of the works and this must be in line with the requirements of the NRSWA 1991 and TMA 2004. The developer must endeavor to ensure that undertaker connections/supplies are coordinated to take place whenever possible at the same times using the same traffic management. It should be noted that where road closures or formal restrictions are required to undertake works, a minimum of three months' notice will be required.

### **Public Rights of Way**

The grant of planning permission does not entitle developers to interfere or obstruct any public right of way (PROW). The obstruction of a PROW is an offence. If required an application can be made to North Somerset Council to divert the PROW and should be made well ahead of any development.

It is also an offence to drive a mechanically propelled vehicle without lawful authority on any PROW. The grant of planning permission should not be treated as a grant of lawful authority. Please contact the PROW Team for further advice on 01934 888802.

### **Changes to Plans**

Should you wish to change your plans for any reason, including the need to meet the requirements of other legislation (for example Building Regulations) it is important that you notify us (i.e. 'the planners') before carrying on with work. Amendments to your approved plans may require a fresh application and could even prove to be unacceptable. Details of how to seek formal approval of amendments to a planning approval can be found on our [website](#) or by visiting the planning portal.

### **Enforcement**

The council has powers to enforce compliance with planning permission and there are penalties for failure to comply. In cases where terms and conditions of planning permission are not adhered to and the Council finds it necessary to take enforcement action, it almost invariably results in delay and additional expense to the applicant. In extreme cases, it can mean that newly erected buildings have to be demolished.

If the applicant was the Local Authority and the application was made under regulation 3 of the Town and Country Planning General Regulations 1992 (as amended) then this permission enures only for the benefit of the Local Authority and such other person as was specified in the application.

### **Street Naming**

When you receive consent for the building of new a development(s)/property or creating additional flats/units within an existing dwelling, for reasons of public safety and for the allocation of an official postal address, please contact the Street Naming and Property Numbering Section, Town Hall, Weston-super-Mare, BS23 1UJ; Tel: 01275 88761; email: [strnames@n-somerset.gov.uk](mailto:strnames@n-somerset.gov.uk). Learn more on our [website](#).

### **Access to further information**

Further guidance on Planning and Building regulation information and services can be accessed on our website and on the Planning Portal at [www.planningportal.co.uk](http://www.planningportal.co.uk).