



Appeal Decision

Site visit made on 17 March 2009

by **Julia Gregory BSc (Hons) BTP MRTPI**
MCMi

an Inspector appointed by the Secretary of State
for Communities and Local Government

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Decision date:
21 April 2009

Appeal Ref: APP/J0540/A/08/2091863

Peterborough City Lawn Tennis Club Site, Park Crescent, Peterborough PE1 4DX

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
- The appeal is made by Peterborough City Lawn Tennis Club against the decision of Peterborough City Council.
- The application Ref 08/00438/FUL, dated 26 March 2008, was refused by notice dated 25 November 2008.
- The development proposed is residential development (10 Apartments in 3 Buildings).

Procedural matters

1. The proposal has not been accompanied by an application for conservation area consent for demolition of the pavilion and this matter is not before me for consideration.

Decision

2. I dismiss the appeal.

Main issues

3. The main issues are the impact of the loss of the tennis courts on sports provision in Peterborough, and whether there should be contributions for the provision of additional infrastructure.

Reasons

4. An appeal was dismissed in relation to a similar scheme reference APP/J0540/A/06/2033107 in 2007. Nevertheless, the Inspector concluded in relation to that appeal that the proposal would preserve the character and appearance of the Park Conservation Area and would comply with the provisions of the Peterborough Local Plan (First Replacement) 2005 (LP) in that respect. I acknowledge that The Park Conservation Area Appraisal Report and Management Plan has been adopted, but the Council has not indicated that this should change that conclusion.
5. The Inspector also concluded that the proposal would not have an adverse impact on the living conditions of neighbouring and prospective residents and complied with the provisions of the LP in that regard. There have been no significant material changes since that time and whilst I have paid careful attention to the concerns made in representations about these issues, I agree with the conclusions of the previous Inspector on these matters.

Loss of tennis courts

6. The site has been previously used as lawn tennis courts. The development would lead to the loss of those courts. It has been stated in representations that these courts are below the standard required for match play and competitions. PPG17: Planning for Open Space and Recreation and LP policy LT3 are permissive of the redevelopment of sports facilities provided that alternative provision is made elsewhere which is at least as accessible to existing and new users and at least equivalent in terms of size, usefulness, attractiveness and quality.
7. A signed unilateral undertaking has been submitted which makes a contribution of £100,000 for the provision elsewhere of two new hard surface tennis courts with lighting, which would allow play on a greater number of occasions. Nevertheless, a site has not been provided. Therefore although the money would be set aside, there is no certainty that a site could be provided. There is no definite time scale, location or details of tenure. No planning permission has been granted for alternative courts. As there is no specific alternative site identified at this stage, it is not possible to assess the suitability of any relocation site.
8. Whilst the money to be allocated is a substantial sum, and I note how the figure was arrived at, since no site has been specified, I cannot be sure that this amount of money would be sufficient or excessive to provide an adequate alternative provision. No provision has been included for any changing facilities for the courts. The unilateral undertaking would allow the possibility of the Park Crescent site being developed before adequate replacement provision is secured and completed and indeed the club could cease to exist having disposed of the site.
9. Given that the unilateral undertaking is not an agreement with the Council, I am also not satisfied that the Council has formally agreed to provide courts in the event of the failure of the Appellant to find a site on which to construct new courts. I understand that the Appellant has had difficulty in negotiating with the Council, but the unilateral undertaking fails to satisfy me that tennis courts would be provided within a reasonable period of time that would satisfy the tests of the policy.
10. I note also the concerns of the Council about the precise wording of the unilateral undertaking, and whilst I have details of trustees, these matters add to my concerns. I conclude that the proposal would lead to the loss of tennis courts which would conflict with LP policy LT3 and PPG17.

Infrastructure

11. Neither the reason for refusal nor the Council's statement of case clearly set out details of what specific infrastructure contributions are justified by the development. The Appellant has submitted a signed unilateral undertaking, which would provide a contribution of £40,800 to the Council on a phased basis linked to the occupation of various stages of the development. I note references to financial contributions to meet policing, bereavement, health, waste disposal, open space, transport and education needs in the area which were made in the Council's report to committee dated 18 November 2008.

Nevertheless, the unilateral undertaking does not refer to the use to which the money would be put.

12. Whilst I acknowledge also certain other representations about contributions, I have not received sufficient information to satisfy me that the contribution is necessary to enable the development to proceed. I have also not been provided with a copy of LP policy IMP1.
13. I note that the Inspector in respect of the previous appeal had inadequate information before him to conclude that contributions for the provision of additional infrastructure were necessary. I recognise that the unilateral undertaking is a binding document, but I have attributed it little weight in reaching my decision, and have concluded in the absence of convincing evidence to the contrary that it is unnecessary. Nevertheless, this does not outweigh my concerns in respect of the first main issue.

Julia Gregory

INSPECTOR

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