

Hinckley and Bosworth Borough Council

FAO: Joe Fleetwood

By email

19 November 2024

**Town & Country Planning (Development Management Procedure) (England)
Order 2015**

Application Reference: 24/00969/FUL

Site: Caterpillar UK Ltd, Peckleton Lane, Desford

**Proposal: Reconfiguration and expansion of existing staff car park including
new cycle and motorcycle stores and solar pv canopies**

Sport England Reference: PA/24/EM/HIN/69048

Thank you for consulting Sport England on the above application.

Summary

Statutory consultee role

Sport England raises **no objection** to this application as it is considered to broadly meet exception 3 of our Playing Fields Policy and to accord with Paragraph 103 of the National Planning Policy Framework (NPPF), subject to conditions securing

- the protection of the remaining playing field during construction of the proposed development; and,
- A Community Use Agreement agreed and secured for the community use of the remaining playing field land, ancillary built facilities and car parking at the site.

Sport England – Statutory consultee role and policy

We understand that you have consulted us as a statutory consultee in line with the above Order. Therefore, we have considered the application in light of the National Planning Policy Framework (NPPF), in particular paragraph 103 (that

playing fields should not be built on) and Sport England's Playing Fields Policy, which is presented within our 'Playing Fields Policy and Guidance Document': www.sportengland.org/playingfieldspolicy

Sport England's policy is to oppose the granting of planning permission for any development which would lead to the loss of, or prejudice the use of:

- all or any part of a playing field, or
- land which has been used as a playing field land remains undeveloped, or
- land allocated for use as a playing field

unless, in the judgement of Sport England the development as a whole meets with one or more of five specific exceptions. A summary of the exceptions is provided in the annex to this response.

The Proposal and its Impact on the playing field

The proposal relates to the extension and reconfiguration of the existing staff car park to create an additional 332 spaces. Solar PV canopies would be constructed above the car parking spaces. Landscaping Strategy Plans (Drw No: DR-L-0001 Rev P02 and 0002 Rev P01) show new woodland screen planting and meadow grass planting in five locations. The proposed planting in Location 5 would involve the loss of the playing field.

The google images from 2016 and 2023 below demonstrate how the application site edged in red on Drw No: 90_01 Rev P06 (Proposed Car Park Plan) would include playing field land. This land has been used as playing pitches and supports the infrastructure for the adult football pitch on the site as it includes the sports lighting around part of the pitch and the ancillary changing facilities. Whilst some of the proposed car parking would be located on land involving landscaping around the existing car parking spaces, the proposal would result in the loss of playing field land.

2016



2023



The playing field is included in the Hinckley and Bosworth Playing Pitch Strategy (PPS) (2019) which is the evidence base for the local plan. The PPS shows that the playing field, Caterpillar Sports Ground, has 5 football pitches which are heavily used. The pitches have access to changing facilities and a clubhouse. The PPS requires that the playing field is protected. The playing field is also allocated in the Site Allocations and Development Management Policies DPD (SADMP) (2016) as an Outdoor Sports Facilities (DES26) where Policy DM8 applies.

The Council is currently working on revisions to the PPS. The playing field is included in this revision.

Whilst not acknowledged in the planning application submission, Sport England has recently been involved in a pre-application enquiry for this proposal in line with advice on pre-application discussions in the NPPF. Sport England has raised about the loss of playing field proposed in an area where a surplus cannot be demonstrated.

As part of the assessment of this application Sport England has sought the views of the Football Foundation (FF) who act as Sport England's technical advisor in relation to football and its facilities. Their comments are summarised below:

FF

- From the plans submitted the proposed car park and solar pv panels would not impact on the use of the playing pitches.
- The FF notes that the plans only show two pitches. However, the Hinckley and Bosworth Playing Pitch Strategy (PPS) outlines five pitches at the site.
- The proposed landscaping on the plans provided would not impact on the use of the playing pitches.
- Leicestershire FA confirms that a club had been playing at this site for many years. However, in April 2024 the site owner removed community use on these pitches.
- This site was key for the local club. Finding alternative sites is still causing challenges due to the undersupply of pitches in the area. This undersupply is supported by the data in the emerging PPS.
- There is a need for community use of these pitches.

Assessment against Sport England's Playing Fields Policy and NPPF

Paragraph 103 of the NPPF protects playing fields from being built on unless specified criteria is met. The definition of a playing field in the NPPF (2023) is the whole of a site which encompasses at least one playing pitch as defined in the Town and Country Planning (Development Management Procedure) (England)

Order 2015. This definition covers the whole of the site and therefore does not just cover land which is currently laid out as pitches.

The application is accompanied by a Planning Policy Statement. This Statement does not include reference to paragraphs 103 or 193 of the NPPF which are relevant to this proposal. The Statement also does not include commentary on Policy DM8 (Safeguarding Open Space, Sport and Recreational Facilities). The proposal does involve development on land included within DES26 as shown in the Local Plan extract included in the Statement.

Reference to the loss of playing field is not included in the Design and Access Statement. There is reference to the sports ground no longer being available for community use and so does not meet the NPPF definition of “open space.”

The existing lawful use of the sports ground remains as playing field for the purposes of the definition of “playing field” in the NPPF. The requirement of paragraph 103 of the NPPF is that *“existing open space, sports and recreational buildings and land, including playing fields should not be built on.”* Although the site is not currently in active use, paragraph 103 of the NPPF does not differentiate between used or unused playing fields. Nor does it differentiate between playing fields in public or private ownership. If required, Sport England can provide the local planning authority with recent appeal decisions we have been involved with and where, following the holding of a public inquiry, the Inspectors have included the above clarification points in their decision notices. The Inspectors have also confirmed that the protection of open space, sports and recreational land is a key policy of the NPPF which carries significant weight in the balance.

Therefore, for the purposes of paragraph 103 of the NPPF and Policy DM8, the existing use of part of the application site remains as playing field land. The land is also included in the Council’s Playing Pitch Strategy (PPS) and emerging PPS which is the evidence base required under paragraph 102 of the NPPF. The PPS requires that the playing field at the site is protected.

The proposal to construct car parking spaces with solar PV canopies above along with the landscaping scheme proposed to support the development scheme would result in the loss of part of the existing playing field. This loss of playing field should be assessed against the exceptions in Sport England’s Playing Fields Policy. Exception 3 allows developments which affects only land incapable of forming part of a playing pitch and does not:

- *reduce the size of any playing pitch;*

- *result in the inability to use any playing pitch (including the maintenance of adequate safety margins and run-off areas);*
- *reduce the sporting capacity of the playing field to accommodate playing pitches or the capability to rotate or reposition playing pitches to maintain their quality;*
- *result in the loss of other sporting provision or ancillary facilities on the site; or*
- *prejudice the use of any remaining areas of playing field on the site.*

The Design and Access Statement includes an assessment of the proposal against exception 3. The FF has confirmed that from the plans submitted with the application the proposed car park and solar pv panels would not impact on the use of the playing pitches. The proposed landscaping scheme on the plans provided would also not impact on the use of the playing pitches.

However, as noted by the FF the plans only show two pitches on the site. The Hinckley and Bosworth Playing Pitch Strategy (PPS) outlines five pitches at the site. The area of retained playing field land as shown on the Landscape Plans can flexibly support a variety of pitch layouts as included in the PPS.

Leicestershire & Rutland County FA has confirmed that the football club which has been playing at this site for many years was recently required to leave the site. This site was a key site for the local club and finding alternative sites is still causing challenges due to the undersupply of pitches in the area. This undersupply is supported by the data in the emerging PPS.

There is a need for community use of these pitches to be formalised as part of this proposal which would result in the loss of playing field land. A planning condition requiring a community use agreement to be agreed and implemented should be attached to the decision notice if the local planning authority is minded to grant approval to compensate against the loss of playing field and ensure that the remaining land is protected as required by the Council's Playing Pitch Strategy (PPS) and secured for community use to address one of the key issues highlighted in the PPS.

Based on the information submitted with the application, it is Sport England's opinion that the proposed development would broadly meet the requirements of exception 3 of Sport England's Playing Fields Policy subject to the imposition of planning conditions.

Sport England's Position

Given the above, Sport England raises **no objection** to the application because it is considered to broadly accord with exception 3 of our Playing Fields Policy and paragraph 103 of the NPPF. The following planning conditions should be attached to the decision notice if the Council is minded to approve planning permission to ensure that the remaining playing field is protected as required by the Council's Playing Pitch Strategy and secured for community use to address one of the key issues highlighted in the PPS:

Protection of Playing Field Condition:

Condition ... Prior to the commencement of any development on the site, a construction fence shall be erected along the northern and western boundary of the proposed car park. This construction fence line (limit of works) shall remain in place throughout the duration of the construction activity and no works/storage shall take place on the playing field area which lies outside of this fence.

Reason..... To ensure that the retained playing field at the site is protected during construction of the approved development in accordance with the requirements of the NPPF (2023).

Justification - A pre-commencement condition is required so that this construction fence is in place prior to any development commencing on site to ensure that the construction activity does not encroach onto the adjoining playing field and impact its use.

Community Use Agreement Condition:

Condition... Prior to any works commencing on the sub-base of the development hereby approved a community use agreement prepared in consultation with Sport England shall be submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement shall be provided to the Local Planning Authority. The agreement shall apply to the community use of the retained playing field land and ancillary built facilities. The agreement shall include details of pricing policy, hours of use, access by community users to the land, ancillary facilities and car parking, management responsibilities and a mechanism for review. The development shall be used in compliance with the approved agreement.

Reason: To secure well managed safe community access to the sports facilities, to ensure sufficient benefit to the development of sport and to accord with the requirements of the NPPF.

Informative: More information on Community Use Agreements including a model template is available on Sport England's website:

<https://www.sportengland.org/how-we-can-help/facilities-and-planning/planning-for-sport/community-use-agreements>

If you wish to amend the wording or use another mechanism in lieu of the above conditions, please discuss the details with the undersigned. Sport England does not object to amendments to its recommended conditions, provided they achieve the same outcome and it is consulted on any amendments.

If you would like any further information, please contact me.

Yours sincerely,

Sharron Wilkinson MRTPI

Planning Manager, Sport England

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Annex

The Five Exceptions to Sport England's Playing Fields Policy

Exception 1

A robust and up-to-date assessment has demonstrated, to the satisfaction of Sport England, that there is an excess of playing field provision in the catchment, which will remain the case should the development be permitted, and the site has no special significance to the interests of sport.

Exception 2

The proposed development is for ancillary facilities supporting the principal use of the site as a playing field, and does not affect the quantity or quality of playing pitches or otherwise adversely affect their use.

Exception 3

The proposed development affects only land incapable of forming part of a playing pitch and does not:

- reduce the size of any playing pitch;
- result in the inability to use any playing pitch (including the maintenance of adequate safety margins and run-off areas);
- reduce the sporting capacity of the playing field to accommodate playing pitches or the capability to rotate or reposition playing pitches to maintain their quality;
- result in the loss of other sporting provision or ancillary facilities on the site; or
- prejudice the use of any remaining areas of playing field on the site.

Exception 4

The area of playing field to be lost as a result of the proposed development will be replaced, prior to the commencement of development, by a new area of playing field:

- of equivalent or better quality, and
- of equivalent or greater quantity, and
- in a suitable location, and
- subject to equivalent or better accessibility and management arrangements.

Exception 5

The proposed development is for an indoor or outdoor facility for sport, the provision of which would be of sufficient benefit to the development of sport as to outweigh the detriment caused by the loss, or prejudice to the use, of the area of playing field.

The full 'Playing Fields Policy and Guidance Document' is available to view at:

www.sportengland.org/playingfieldspolicy