

In the matter of the enforcement appeal for the Green Barn flats

**APP/U1620/C/25/3371877**

**B E T W E E N :**

**Sean Gorman**

**-and-**

**Gloucester City Council**

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## The Planning Inspectorate

### ENFORCEMENT NOTICE APPEAL FORM (Online Version)

**WARNING:** The appeal **must** be received by the Inspectorate **before** the effective date of the local planning authority's enforcement notice.

**Appeal Reference: APP/U1620/C/25/3371877**

#### A. APPELLANT DETAILS

Name

Address

Phone number

Email

Preferred contact method  Email  Post

#### A(i). ADDITIONAL APPELLANTS

Do you want to use this form to submit appeals by more than one person (e.g. Mr and Mrs Smith), with the same address, against the same Enforcement notice?

Yes  No

#### B. AGENT DETAILS

Do you have an Agent acting on your behalf?  Yes  No

#### C. LOCAL PLANNING AUTHORITY (LPA) DETAILS

Name of the Local Planning Authority

Date of issue of enforcement notice

Effective date of enforcement notice

#### D. APPEAL SITE ADDRESS

Is the address of the affected land the same as the appellant's address?  Yes  No

Does the appeal relate to an existing property?  Yes  No

**Address**

Court Farm  
Tewkesbury Road  
Twigworth Gloucester  
Glos  
GL2 9NF

Are there any health and safety issues at, or near, the site which the Inspector would need to take into account when visiting the site?

Yes  No

What is your/the appellant's interest in the land/building?

Owner

Tenant

Mortgagee

None of the above

Did you/the appellant occupy the land/building under a written or oral licence

BOTH on the date the enforcement notice was issued AND on the date of making Yes  No

What is your/the appellant's involvement with the land/building?

Manager and person served with Enforcement Notice

**E. GROUNDS AND FACTS**

Do you intend to submit a planning obligation (a section 106 agreement or a unilateral undertaking) with this appeal?

Yes  No

(a) That planning permission should be granted for what is alleged in the notice.

(b) That the breach of control alleged in the enforcement notice has not occurred as a matter of fact.

The facts are set out in

the box below

I completely disagree that the residential use poses a material risk of flooding to the occupants and am happy to go through building control as necessary. The property is not a hazard and does not contain Category 1 or 2 Hazards under the Health and Safety Rating System under the Housing Act 2004. I consider that the property does comply with the rules stated in the Enforcement Notice, namely Section 14 and Policy E4, and Section 12, Policy SD4, Policy A1, Policy F1 and Policy F3.

I believe that the works also comply with Section 2, Section 8, Policy SD14 and Policy A1, and also with Policy SD14 of the Joint Core Strategy and Policy A1 and in respect of all the alleged breaches identified in the Enforcement Notice.

(c) That there has not been a breach of planning control (for example because permission has already been granted, or it is "permitted development").

(d) That, at the time the enforcement notice was issued, it was too late to take enforcement action against the matters stated in the notice.

(e) The notice was not properly served on everyone with an interest in the land.

The facts are set out in

the box below

the notice is a nullity, is invalid or otherwise has been improperly served because it has been prepared and sent to me without regard to my Equality Act characteristics (generally and by reason of ground

(e) of section 174 of the Town and Country Planning Act 1990 ('the Act')

the notice does not enable me to know what the matters complained of are contrary to section 173(2) of the Act because they are not served so as to enable a person who cannot properly read and write to understand them (generally and by reason of ground (e) of section 174 of the the Act).

(f) The steps required to comply with the requirements of the notice are excessive, and lesser steps would overcome the objections.

The facts are set out in

the box below

in the alternative to the other grounds set out above the steps required to be taken by the notice exceed what is necessary to remedy any breach of planning control because only requirement 1 of paragraph 5 of the notice is necessary to provide the remedy sought by the council

(g) The time given to comply with the notice is too short. Please state what you consider to be a reasonable compliance period, and why.

## F. CHOICE OF PROCEDURE

There are three different procedures that the appeal could follow. Please select one.

1. Written Representations

2. Hearing

You must give detailed reasons below or in a separate document why you think a hearing is necessary. The reasons are set out in

the box below

I would like a hearing because I am unable properly to read and write because of my race, by which I mean that I am a gypsy by heritage and ethnicity, and that I did not have the advantage of a conventional education. This is because historically educational services have not been properly available to people who move about frequently and seasonally. As a gypsy I am advised that I have a 'protected characteristic' within the meaning of the Equality Act 2010.

I have been at pains to point out my personal circumstances to Gloucester CIty Council many times. The Equality Act sets out duties under s.149 whereby public authorities such as the council must "have due regard to" factors including "the need to advance equality of opportunity", involve a positive duty on the authority to take proper steps towards "minimising disadvantages" and "to meet the needs of persons who share a relevant protected characteristic" (section 149(3)(a) and (b)). It is a duty which must be performed with "a conscious approach", "in substance, with rigour and with an open mind" (Pieretti v LB Enfield [2010] EWCA Civ 104 ).

I hope therefore that in the event that the authority will allow a hearing bearing in mind the disadvantages associated with my protected characteristic and the strict duties imposed upon public authorities as a result.

Is there any further information relevant to the hearing which you need to tell us about?

Yes  No

3. Inquiry

## G. FEE FOR THE DEEMED PLANNING APPLICATION

1. Has the appellant applied for planning permission and paid the appropriate fee for the same development as in the enforcement notice? Yes  No

2. Are there any planning reasons why a fee should not be paid for this appeal? Yes  No   
 the box below

I am not making an appeal on the basis of deemed planning

## H. OTHER APPEALS

Have you sent other appeals for this or nearby sites to us which have not yet been decided? Yes  No

## I. SUPPORTING DOCUMENTS

01. Enforcement Notice:

see 'Appeal Documents' section

02. Plan (if applicable and not already attached)

see 'Appeal Documents' section

## J. CHECK SIGN AND DATE

I confirm that all sections have been fully completed and that the details are correct to the best of my knowledge.

I confirm that I will send a copy of this appeal form and supporting documents (including the full grounds of appeal) to the LPA today.

**Signature**

Mr Sean Gorman

**Date**

27/08/2025 16:48:14

**Name**

Mr Sean Gorman

The gathering and subsequent processing of the personal data supplied by you in this form, is in accordance with the terms of our registration under the Data Protection Act 2018.

The Planning Inspectorate takes its data protection responsibilities for the information you provide us with very seriously. To find out more about how we use and manage your personal data, please go to our [privacy notice](#).

## K. NOW SEND

### Send a copy to the LPA

Send a copy of the completed appeal form and any supporting documents (including the full grounds of the appeal) to the LPA.

To do this by email:

- open and save a copy of your appeal form
- locating your local planning authority's email address:  
<https://www.gov.uk/government/publications/sending-a-copy-of-the-appeal-form-to-the-council>
- attaching the saved appeal form including any supporting documents

To send them by post, send them to the address from which the enforcement notice was sent (or to the address shown on any letters received from the LPA).

When we receive your appeal form, we will write to you letting you know if your appeal is valid, who is dealing with it and what happens next.

**You may wish to keep a copy of the completed form for your records.**

Dear Sir/Mme

**Your ref/Appeal number APP/U1620/C/25/3371877**

I have recently been able to take advice in respect of your letter dated 30<sup>th</sup> October 2025 and the INSPECTOR'S PRE-CONFERENCE NOTE sent under cover of that letter. I wish to deal with 2 matters in response to that letter.

**(1) Amendment of Grounds of Appeal**

I hope it will be noted that my Appellant's Notice provides (at paragraph F2) that I have difficulty in reading and writing because of protected characteristics within the meaning of the Equality Act 2010. I believe that this disadvantage has caused the error of procedure identified below.

I humbly request that the Inspector takes this into account and allows me to amend my Grounds of Appeal to include ground (d).

The Amendment I seek is so that I can argue that Enforcement cannot take place because it is too late: i.e., that if there was any breach of planning control it occurred more than 4 years ago – in fact more than 8 years ago, which was a date before April 2024 so that the time for enforcement was 4 years, and that that time has passed.

I am sorry that this error occurred and wish to explain the error.

I filed my Appeal Document online, which is a tick box (I believe a 'drop-down' box) form. I should ticked ground d – that, at the time that the EN was issued, it was too late to take enforcement action against the matters stated in the notice.

If I am not allowed to advance this ground of appeal, which is in fact the main point of my appeal (please see attached evidence) my appeal may effectively be over in substance, so I would ask that the justice of the situation points towards the amendment being allowed.

I had thought that ground Ground (b) applied to cover this situation because this ground says states that "the breach of planning control alleged in the enforcement notice has not occurred as a matter of fact", in that the change of use to form 2 self-contained residential dwellings has not happened.

I intended this to mean that there was no breach of planning control because the change in use occurred in about 2017.

It was only when I was able to take advice yesterday that I was informed that this was probably the wrong ground.

In the circumstances I do apologise once again to the Inspector and to the council, but ask that any discretion be exercised in my favour and that the amendment be allowed. I have made this representation at the earliest opportunity, it only having been brought to my attention yesterday. I do hope also that it should cause minimum disruption to the council, my opponent.

**(2) Evidence**

There is a direction that I should file the material I seek to rely on in support of my appeal today. Please find the evidence enclosed.

I can confirm that this document has been read back to me and I agree with its contents.

Yours faithfully,

Sean Gorman

Appellant

RE GLOUCESTER CITY COUNCIL

IN THE MATTER OF FLATS AT BONNIES LANE, GLOUCESTER, GL1 2BZ

AND IN THE MATTER OF AN ENFORCEMENT NOTICE

WITNESS STATEMENT OF JOANNE PEARCE

1. I, Joanne Pearce, whose business address is Court Farm, Tewkesbury Road, Twigworth, Gloucester GL2 9NF, make this statement in support of the appeal made against an Enforcement Notice dated 17<sup>th</sup> July 2025 issued by the council against Sean Gorman and others concerning flats at the above site, namely The Ground and First Floor Flats, Green Barn, Bonnies Lane, Gloucester GL1 2BZ ('the flats').
2. I have worked as an executive/administrator for Court Farm Estates and associated businesses since 2019. At that time, and since, rent was received from numerous properties which I had the responsibility of recording as part of my job. In particular rent was being received regularly from the flats. Whilst initially a paper-based system was used, by 2023 all payments of rent received were recorded on a spreadsheet. These later records are therefore easier to produce than the earlier ones. I can, however, say with certainty and from my own knowledge that rent was being received from the flats since at least 2019, and I am sure, from before that time: I believe from 2017. I am therefore happy to say that to the best of my knowledge and belief the flats were rented from about 2017.
3. I understand that the building/renovation of the flats were carried out by Trevor Warren as I have discussed them with him many times. The flats were part of an overall development of mixed agricultural and residential use.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth

Signed

Joanne Pearce

Dated 27.8.25

RE GLOUCESTER CITY COUNCIL  
IN THE MATTER OF FLATS AT BONNIES LANE, GLOUCESTER, GL1 2BZ  
AND IN THE MATTER OF AN ENFORCEMENT NOTICE

BETWEEN

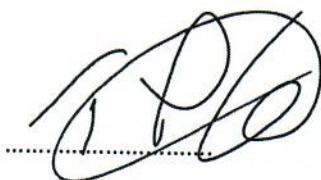
GLOUCESTER CITY COUNCIL

WITNESS STATEMENT OF TREVOR WARREN

1. I, Trevor Warren, whose address is [REDACTED] make this statement in support of the appeal made against an Enforcement Notice dated 17<sup>th</sup> July 2025 issued by the council against Mr Gorman and others concerning flats at the above site, namely The Ground and First Floor Flats, Green Barn, Bonnies Lane, Gloucester GL1 2BZ ('the flats').
2. I have been in business since 1975 as a builder and developer. I have done a large amount of work for Court Farm Estates who manage the flats.
3. I have conducted numerous building works during that time, including for Court Farm Estates. I am surprised by the contents of the Enforcement Notice and.
4. The flats are a good residential development originally established within an existing building at the above address. The flats have been there since 2017 as part of an overall development of mixed agricultural and residential use. I oversaw the building project.
5. At some stage after the development I received a phone call from an official at Gloucester City Council. I telephoned the person concerned who told me that the concrete wall of the flats needed fire-proofing. I was anxious not to do anything which might compromise the building, so I immediately agreed to do, so promptly carried out the requested work. I have to say I did not think the work was actually necessary, but I did it because the council had asked me to. I recall that the cost was approximately £2,300, which was a considerable sum at the time. Nobody mentioned that there was any issue with the development.
6. I understand that there is a question as to whether the flats were in residential use during certain periods. All I can say is that the flats were made ready for residential use in or about 2017 and as I understand it were used for residential purposes very shortly thereafter.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth

Signed

A handwritten signature in black ink, appearing to read "Trevor Warren", is written over a horizontal dotted line.

Trevor Warren

Dated 26.8.25

RE GLOUCESTER CITY COUNCIL

IN THE MATTER OF FLATS AT BONNIES LANE, GLOUCESTER, GL1 2BZ

AND IN THE MATTER FO AN ENFORCEMENT NOTICE

WITNESS STATEMENT OF SEAN GORMAN

1. I, Sean Gorman, whose address is Court Farm, Tewkesbury Road, Twigworth, Gloucester GL2 9NF, make this statement in support of the appeal made against an Enforcement Notice dated 17<sup>th</sup> July 2025 issued by the council against me and others concerning flats at the above site, namely The Ground and First Floor Flats, Green Barn, Bonnies Lane, Gloucester GL1 2BZ ('the flats').
2. I have engaged at some considerable personal expense, a professional advisor to assist in preparing this appeal for me, which I hope is acceptable. This statement has been prepared on my behalf because I am unable properly to read and write because of my race, by which I mean that I am a gypsy by heritage and ethnicity, and that I did not have the advantage of a conventional education.
3. I have been at pains to point out my personal circumstances to Gloucester City Council so many times that it is difficult to count.
4. In particular I have often reminded Gloucester of their Public Sector Equality Duty towards me under section 149 of the Equality Act 2010 and ask them to be sympathetic to the numerous difficulties arising from my protected characteristic and to serve me with notices, etc, in a way which complies with their duties (for example, by making arrangements through the council's gypsy and traveller officers to ensure that the notices are read to me and that I can respond to them appropriately without having to engage very expensive professional advisors to do it for me). I would have hoped that it is obvious that Gloucester's failure to pay any attention to my protected characteristic puts me at this substantial disadvantage, which I am advised is likely to amount to unlawful discrimination within the meaning of sections 15 and 19 of the Equality Act 2010.

5. I would earnestly and sincerely ask anyone looking at this case to consider if Gloucester has ever, in any correspondence, or in relation to any step, even acknowledged that I may be entitled to some protection under the Equality Act. Anybody accepting this challenge would conclude that Gloucester has never fully complied with their duty in this regard, and is content to treat me and their own Equality Act obligations with disdain. I feel that no-one has ever really considered this, and I would ask the Planning Inspectorate to do so in considering my appeal.

6. The flats are a good residential development built by Mr Trevor Warren originally established within an existing building at the above address. The flats have been there since 2017 as part of an overall development of mixed agricultural and residential use. I oversaw the building project.

7. I completely disagree that the residential use poses a material risk of flooding to the occupants and am happy to go through building control as necessary. The property is not a hazard and does not contain Category 1 or 2 Hazards under the Health and Safety Rating System under the Housing Act 2004. I consider that the property does comply with the rules stated in the Enforcement Notice, namely Section 14 and Policy E4, and Section 12, Policy SD4, Policy A1, Policy F1 and Policy F3.

8. I believe that the works also comply with Section 2, Section 8, Policy SD14 and Policy A1, and also with Policy SD14 of the Joint Core Strategy and Policy A1 and in respect of all the alleged breaches identified in the Enforcement Notice.

9. I understand that there is a question as to whether the flats were in residential use during certain periods. All I can say is that the flats were made ready for residential use in or about 2017 and as I understand it were used for residential purposes very shortly thereafter.

10. The flats are perfectly safe and liveable and built to the requisite standard. I cannot believe that at a time of housing shortage the council should be seeking to stop the use of these flats for residential purposes.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth

Signed

A handwritten signature in black ink, appearing to read "SG", is placed above a horizontal dotted line.

Sean Gorman

Dated 26.8.25

RE GLOUCESTER CITY COUNCIL  
IN THE MATTER OF FLATS AT BONNIES LANE, GLOUCESTER, GL1 2BZ  
AND IN THE MATTER FO AN ENFORCEMENT NOTICE

BETWEEN

GLOUCESTER CITY COUNCIL

WITNESS STATEMENT OF TREVOR WARREN

1. I, Trevor Warren, whose address is [REDACTED], [REDACTED] do solemnly and sincerely declare that the following matters are true. I make this declaration in support of the appeal made against an Enforcement Notice dated 17<sup>th</sup> July 2025 issued by the council against Mr Gorman and others concerning flats at the above site, namely The Ground and First Floor Flats, Green Barn, Bonnies Lane, Gloucester GL1 2BZ ('the flats').
2. I have been in business since 1975 as a builder and developer. I have done a large amount of work for Court Farm Estates who manage the flats.
3. I have conducted numerous building works during that time, including for Court Farm Estates. I am surprised by the contents of the Enforcement Notice.
4. The flats are a good residential development originally established within an existing building at the above address. The flats have been there since 2017 as part of an overall development of mixed agricultural and residential use. I oversaw the building project.
5. I completely disagree that the residential use poses a material risk of flooding to the occupants and am happy to go through building control as necessary. The property is not a hazard and does not contain Category 1 or 2 Hazards under the Health and Safety Rating System under the Housing Act 2004. I consider that the property does comply with the rules stated in the Enforcement Notice, namely Section 14 and Policy E4, and Section 12, Policy SD4, Policy A1, Policy F1 and Policy F3.
6. I believe that the works also comply with Section 2, Section 8, Policy SD14 and Policy A1, and also with Policy SD14 of the Joint Core Strategy and Policy A1 and in respect of all the alleged breaches identified in the Enforcement Notice.

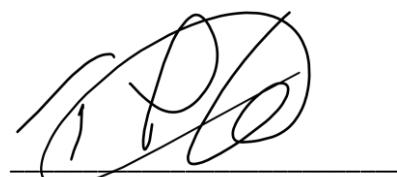
7. At some stage after the development I received a phone call from an official at Gloucester City Council. I telephoned the person concerned who told me that the concrete wall of the flats needed fire-proofing. I was anxious not to do anything which might compromise the building, so I immediately agreed to do, so promptly carried out the requested work. I have to say I did not think the work was actually necessary, but I did it because the council had asked me to. I recall that the cost was approximately £2,300, which was a considerable sum at the time. Nobody mentioned that there was any issue with the development.

8. I understand that there is a question as to whether the flats were in residential use during certain periods. All I can say is that the flats were made ready for residential use in or about 2017 and as I understand it were used for residential purposes very shortly thereafter.

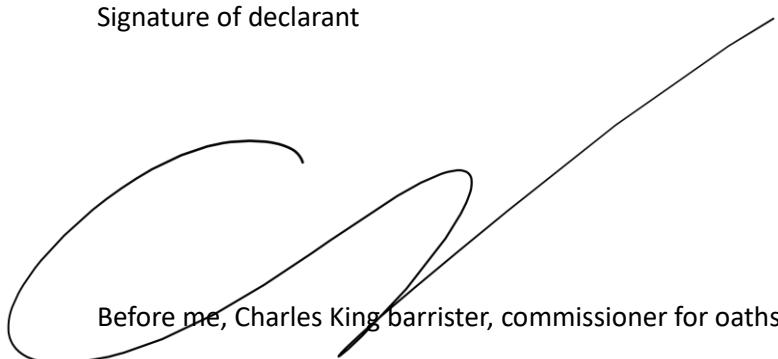
9. The flats are perfectly safe and liveable and built to the requisite standard. I cannot believe that at a time of housing shortage the council should be seeking to stop the use of these flats for residential purposes.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Court Farm, Twigworth Road, Glos GL2 9PX this 2<sup>nd</sup> of December 2025



Signature of declarant



Before me, Charles King barrister, commissioner for oaths

Signed

Court Farm Estates  
 Court Farm  
 Tewkesbury Road  
 Twigworth  
 Gloucestershire  
 GL2 9PX  
 Tel :

Green Commercial Shed - Lee Stanton  
 Severnside  
 Bonnies Lane  
 Gloucester  
 GL1 2BZ

<b>All values are shown in</b>		<b>Pound Sterling</b>	<b>Debit</b>	<b>Credit</b>
<b>Date</b>	<b>Ref</b>	<b>Details</b>		
01/11/2020	Nov-20	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1400.00	
01/12/2020	Dec-20	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1400.00	
01/01/2021	Jan-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1400.00	
01/02/2021	Feb-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1400.00	
01/03/2021	Mar-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1400.00	
01/04/2021	Apr-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/05/2021	May-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/06/2021	Jun-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/07/2021	Jul-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/08/2021	Aug-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/09/2021	Sep-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/10/2021	Oct-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/11/2021	Nov-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/12/2021	Dec-21	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/01/2022	Jan-22	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/02/2022	Feb-22	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	
01/03/2022	Mar-22	Monthly Rent - Green Commercial Shed & Flats - Sevenside	1700.00	

03/11/2020	Mr L A Stanton	Sales Receipt	200.00
13/11/2020	Mr L A Stanton	Sales Receipt	500.00
16/11/2020	Mr L A Stanton	Sales Receipt	1500.00
07/12/2020	K Migdalski	Sales Receipt	4200.00
04/01/2021	K Migdalski	Sales Receipt	1400.00
03/02/2021	K Migdalski	Sales Receipt	1400.00
06/04/2021	K Migdalski	Sales Receipt	1400.00
04/03/2021	K Migdalski	Sales Receipt	1700.00
04/05/2021	K Migdalski	Sales Receipt	1700.00
03/06/2021	K Migdalski	Sales Receipt	1500.00
03/06/2021	K Migdalski	Sales Receipt	1700.00
03/06/2021	Mr L A Stanton	Sales Receipt	1700.00
30/07/2021	Mr L A Stanton	Sales Receipt	270.00
28/07/2021	Mr L A Stanton	Sales Receipt	1300.00
02/08/2021	Mr L A Stanton	Sales Receipt	130.00
02/09/2021	Mr L A Stanton	Sales Receipt	50.00
01/09/2021	Mr L A Stanton	Sales Receipt	1650.00
01/10/2021	Mr L A Stanton	Sales Receipt	1700.00
01/11/2021	Mr L A Stanton	Sales Receipt	1000.00
02/11/2021	Mr L A Stanton	Sales Receipt	500.00
01/12/2021	Mr L A Stanton	Sales Receipt	1000.00
25/01/2022	Mr L A Stanton	Sales Receipt	1000.00
17/02/2022	Mr L A Stanton	Sales Receipt	1000.00
18/02/2022	Mr L A Stanton	Sales Receipt	700.00
14/03/2022	Mr L A Stanton	Sales Receipt	500.00
17/03/2022	Mr L A Stanton	Sales Receipt	200.00
22/03/2022	Mr L A Stanton	Sales Receipt	500.00

Court Farm Estates  
 COURT FARM  
 TEWKESBURY ROAD  
 TWIGWORTH  
 GL2 9PX

Your Account

Sort Code  
 Account Number

[REDACTED]

**BUSINESS ACCOUNT**

01 November 2020 to 30 November 2020

Money In

Balance on 01 November 2020

Money Out

Balance on 30 November 2020

[REDACTED]

### Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
02 Nov 20	[REDACTED]	FPI	[REDACTED]		[REDACTED]
02 Nov 20	[REDACTED]	CHQ		[REDACTED]	[REDACTED]
02 Nov 20	STAYT D&J RENT	FPI	600.00		[REDACTED]
02 Nov 20	[REDACTED]	DEP	[REDACTED]		[REDACTED]
02 Nov 20	[REDACTED]	DEP			[REDACTED]
02 Nov 20	[REDACTED]	FPI	[REDACTED]		[REDACTED]
03 Nov 20	[REDACTED]	CHQ		[REDACTED]	[REDACTED]
03 Nov 20	MR L A STANTON LEE LAND	FPI	200.00		[REDACTED]
03 Nov 20	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Nov 20	[REDACTED]	BGC	[REDACTED]		[REDACTED]
04 Nov 20	[REDACTED]	CHQ		[REDACTED]	[REDACTED]
06 Nov 20	[REDACTED]	BGC	[REDACTED]		[REDACTED]
06 Nov 20	[REDACTED]	DEB		[REDACTED]	[REDACTED]
06 Nov 20	[REDACTED]	DEB		[REDACTED]	[REDACTED]
09 Nov 20	[REDACTED]	FPI	[REDACTED]		[REDACTED]
10 Nov 20	[REDACTED]	DEP	[REDACTED]		[REDACTED]

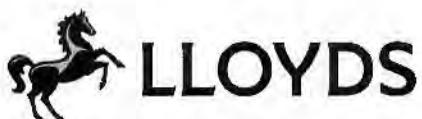
(Continued on next page)

**BUSINESS ACCOUNT**

Sort Code  
Account Number

**Your Transactions**

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
11 Nov 20		DD			
13 Nov 20	MR L A STANTON LEE LAND	FPI	500.00		
13 Nov 20		DEB			
16 Nov 20	MR L A STANTON LEE LAND	FPI	1,500.00		
16 Nov 20		FPI			
18 Nov 20		CHQ			
18 Nov 20		PAY			
20 Nov 20		FPI			
20 Nov 20		FPI			
23 Nov 20		FPI			
23 Nov 20		DEB			
25 Nov 20		BGC			
25 Nov 20		BGC			
25 Nov 20		DD			
27 Nov 20		CHQ			
27 Nov 20		FPI			
27 Nov 20		FPI			
27 Nov 20		FPI			
30 Nov 20		FPI			
30 Nov 20		FPI			
30 Nov 20	(Continued on next page)	DEB			



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Court Farm Estates  
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Your Account

Sort Code  
Account Number  
[REDACTED]

BUSINESS ACCOUNT

01 December 2020 to 31 December 2020

Money In

Balance on 01 December 2020

Money Out

Balance on 31 December 2020

### Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Dec 20	[REDACTED]	BGC			[REDACTED]
01 Dec 20	[REDACTED]	FPI			[REDACTED]
01 Dec 20	[REDACTED]	FPI			[REDACTED]
01 Dec 20	[REDACTED]	FPI			[REDACTED]
01 Dec 20	[REDACTED]	DEP			[REDACTED]
01 Dec 20	[REDACTED]	DEP			[REDACTED]
03 Dec 20	[REDACTED]	FPI			[REDACTED]
07 Dec 20	[REDACTED]	DEB			[REDACTED]
07 Dec 20	K MIGDALSKI DEP/RENTGRESHED	FPI	4,200.00		[REDACTED]
08 Dec 20	[REDACTED]	FPI			[REDACTED]
08 Dec 20	[REDACTED]	FPI			[REDACTED]
08 Dec 20	[REDACTED]	DEB			[REDACTED]
09 Dec 20	[REDACTED]	FPI			[REDACTED]
10 Dec 20	[REDACTED]	DD			[REDACTED]
10 Dec 20	[REDACTED]	CHQ			[REDACTED]
10 Dec 20	[REDACTED]	FPI			[REDACTED]

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Court Farm Estates  
 COURT FARM  
 TEWKESBURY ROAD  
 TWIGWORTH  
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Your Account

Sort Code  
 Account Number

BUSINESS ACCOUNT

01 January 2021 to 31 January 2021

Money In

Balance on 01 January 2021

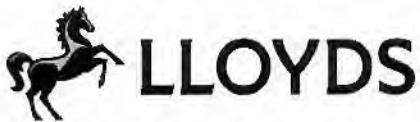
Money Out

Balance on 31 January 2021

### Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
04 Jan 21	K MIGDALSKI RENT JAN 2021	FPI	1,400.00		
04 Jan 21		FPI			
04 Jan 21		FPI			
04 Jan 21		FPI			
04 Jan 21		FPI			
05 Jan 21		FPI			
06 Jan 21		DEP			
08 Jan 21		FPI			
11 Jan 21		CHQ			
12 Jan 21		DEP			
12 Jan 21		FPO			
12 Jan 21		FPI			
13 Jan 21		DD			
13 Jan 21		FPI			
13 Jan 21		FPI			
14 Jan 21		FPI			

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Your Account

Sort Code  
Account Number

BUSINESS ACCOUNT

01 February 2021 to 28 February 2021

Money In  
Money Out

Balance on 01 February 2021  
Balance on 28 February 2021

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Feb 21		FPI			
01 Feb 21		BGC			
01 Feb 21		FPI			
01 Feb 21		FPI			
01 Feb 21		FPI			
01 Feb 21		FPI			
01 Feb 21		FPI			
02 Feb 21		BGC			
03 Feb 21		BGC			
03 Feb 21		BGC			
03 Feb 21	K MIGDALSKI RENT FEB 2021	FPI	1,400.00		
03 Feb 21		FPI			
04 Feb 21		FPI			
05 Feb 21		BGC			
05 Feb 21		FPI			
08 Feb 21		BGC			

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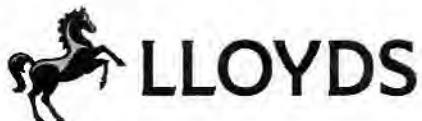
## BUSINESS ACCOUNT

 Sort Code  
 Account Number

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
03 Mar 21		BGC			
03 Mar 21	K MIGDALSKI RENT MARCH	FPI	1,400.00		
03 Mar 21		DEB			
04 Mar 21		BGC			
04 Mar 21		FPI			
05 Mar 21		BGC			
05 Mar 21		CHQ			
08 Mar 21		FPI			
09 Mar 21		DEP			
10 Mar 21		BGC			
10 Mar 21		DD			
10 Mar 21		DEB			
11 Mar 21		BGC			
11 Mar 21		DEB			
12 Mar 21		BGC			
12 Mar 21		DEB			
12 Mar 21		DEB			
15 Mar 21		FPI			
15 Mar 21		FPI			
16 Mar 21		DEP			
16 Mar 21		FPO			
16 Mar 21		FPO			

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Court Farm Estates  
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Your Account

Sort Code  
Account Number

BUSINESS ACCOUNT

01 April 2021 to 30 April 2021

Money In

Balance on 01 April 2021

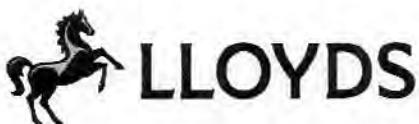
Money Out

Balance on 30 April 2021

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Apr 21		BGC			
01 Apr 21		BP			
01 Apr 21		CHQ			
01 Apr 21		FPI			
01 Apr 21		FPI			
06 Apr 21	K MIGDALSKI RENT APRIL 2021	FPI	1,700.00		
06 Apr 21		FPI			
06 Apr 21		FPI			
06 Apr 21		BGC			
07 Apr 21		FPI			
07 Apr 21		DEP			
07 Apr 21		PAY			
07 Apr 21		DEB			
07 Apr 21		DEB			
08 Apr 21		BGC			
08 Apr 21		BGC			

(Continued on next page)



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Court Farm Estates  
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## Your Account

Sort Code  
Account Number

## BUSINESS ACCOUNT

01 May 2021 to 31 May 2021

Money In

Balance on 01 May 2021

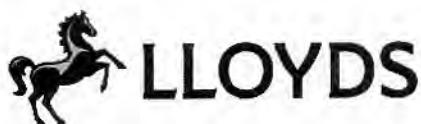
Money Out

Balance on 31 May 2021

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
04 May 21		FPI			
04 May 21		FPI			
04 May 21		FPI			
04 May 21		FPI			
04 May 21		DEB			
04 May 21		FPI			
04 May 21		FPI			
04 May 21		BP			
04 May 21		FPI			
04 May 21	K MIGDALSKI RENT MAY 2021	FPI	1,700.00		
04 May 21		DEB			
04 May 21		DEB			
05 May 21		BGC			
05 May 21		BGC			
05 May 21		FPI			
06 May 21		BGC			

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Court Farm Estates  
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Your Account

Sort Code  
Account Number

BUSINESS ACCOUNT

01 June 2021 to 30 June 2021

Money In

Balance on 01 June 2021

Money Out

Balance on 30 June 2021

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Jun 21		FPI			
01 Jun 21		BP			
01 Jun 21		CHQ			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
01 Jun 21		FPI			
02 Jun 21		FPI			
02 Jun 21		FPI			
03 Jun 21	K MIGDALSKI RENT JUNE 2021	FPI	1,500.00		
03 Jun 21	K MIGDALSKI RENT JULY 2021	FPI	1,700.00		
03 Jun 21		FPI			

(Continued on next page)

## BUSINESS ACCOUNT

 Sort Code  
 Account Number

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
03 Jun 21	MR [REDACTED]	FPI	1,700.00		[REDACTED]
04 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
07 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
07 Jun 21	[REDACTED]	DEB		[REDACTED]	[REDACTED]
07 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
07 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
07 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
07 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
08 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
10 Jun 21	[REDACTED]	PAY		[REDACTED]	[REDACTED]
10 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
11 Jun 21	[REDACTED]	DD		[REDACTED]	[REDACTED]
11 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
11 Jun 21	[REDACTED]	DEB		[REDACTED]	[REDACTED]
14 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
14 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
14 Jun 21	[REDACTED]	FPO		[REDACTED]	[REDACTED]
14 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
14 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
14 Jun 21	[REDACTED]	BP	[REDACTED]		[REDACTED]
15 Jun 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]

(Continued on next page)

## BUSINESS ACCOUNT

 Sort Code  
 Account Number

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
16 Jun 21		FPI			
17 Jun 21		DD			
17 Jun 21		FPI			
17 Jun 21		FPI			
17 Jun 21		FPI			
18 Jun 21		FPI			
18 Jun 21		FPI			
18 Jun 21		PAY			
21 Jun 21		FPI			
21 Jun 21		FPI			
21 Jun 21		FPI			
21 Jun 21		FPI			
22 Jun 21		BGC			
22 Jun 21		FPO			
22 Jun 21		PAY			
22 Jun 21		FPI			
23 Jun 21		CHQ			
23 Jun 21		FPI			
24 Jun 21		BGC			
24 Jun 21		FPI			
25 Jun 21		CHQ			
25 Jun 21		FPI			

(Continued on next page)

## BUSINESS ACCOUNT

 Sort Code  
 Account Number

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
28 Jun 21		FPI			
28 Jun 21		FPI			
28 Jun 21		FPI			
28 Jun 21		FPI			
28 Jun 21		FPI			
28 Jun 21		FPI			
28 Jun 21		FPI			
28 Jun 21		FPI			
29 Jun 21		FPI			
30 Jun 21		FPI			
30 Jun 21		FPI			
30 Jun 21		FPI			
30 Jun 21	MR [REDACTED] CAR CONSORTIUM LTD	FPI	1,700.00		
30 Jun 21		FPI			

## Transaction types

<b>BGC</b>	Bank Giro Credit	<b>BP</b>	Bill Payments	<b>CHG</b>	Charge	<b>CHQ</b>	Cheque
<b>COR</b>	Correction	<b>CPT</b>	Cashpoint	<b>DD</b>	Direct Debit	<b>DEB</b>	Debit Card
<b>DEP</b>	Deposit	<b>FEE</b>	Fixed Service	<b>FPI</b>	Faster Payment In	<b>FPO</b>	Faster Payment Out
<b>MPI</b>	Mobile Payment In	<b>MPO</b>	Mobile Payment Out	<b>PAY</b>	Payment	<b>SO</b>	Standing Order
<b>TFR</b>	Transfer						

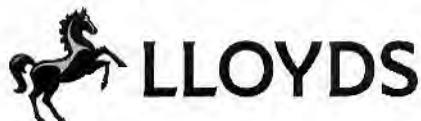
**BUSINESS ACCOUNT**

Sort Code  
Account Number

**Your Transactions**

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
26 Jul 21		FPI			
26 Jul 21		DD			
26 Jul 21		CHQ			
26 Jul 21		CHQ			
26 Jul 21		FPI			
26 Jul 21		FPI			
26 Jul 21		FPI			
26 Jul 21		FPI			
27 Jul 21		FPI			
27 Jul 21		FPI			
27 Jul 21		FPI			
27 Jul 21		FPI			
27 Jul 21		FPI			
27 Jul 21		FPI			
27 Jul 21		FPI			
28 Jul 21		BGC			
28 Jul 21		SO			
28 Jul 21	CAR CONSORTIUM LTD CARCONSORTIUMLTD	FPI	1,300.00		
28 Jul 21		FPI			
28 Jul 21		FPI			
28 Jul 21		FPI			
28 Jul 21		FPI			

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02 December 2025

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## BUSINESS ACCOUNT

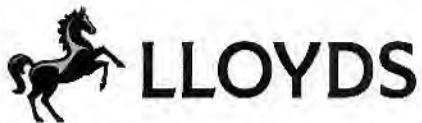
Sort Code  
Account Number

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
29 Jul 21		FPI			
29 Jul 21		FPI			
30 Jul 21		FPI			
30 Jul 21		FPI			
30 Jul 21		FPI			
30 Jul 21		DEB			
30 Jul 21	CAR CONSORTIUM LTD CARCONSORTIUMLTD	FPI	270.00		

## Transaction types

<b>BGC</b>	Bank Giro Credit	<b>BP</b>	Bill Payments	<b>CHG</b>	Charge	<b>CHQ</b>	Cheque
<b>COR</b>	Correction	<b>CPT</b>	Cashpoint	<b>DD</b>	Direct Debit	<b>DEB</b>	Debit Card
<b>DEP</b>	Deposit	<b>FEE</b>	Fixed Service	<b>FPI</b>	Faster Payment In	<b>FPO</b>	Faster Payment Out
<b>MPI</b>	Mobile Payment In	<b>MPO</b>	Mobile Payment Out	<b>PAY</b>	Payment	<b>SO</b>	Standing Order
<b>TFR</b>	Transfer						



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Court Farm Estates  
COURT FARM  
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Your Account

Sort Code  
Account Number

BUSINESS ACCOUNT

01 August 2021 to 31 August 2021

Money In

Balance on 01 August 2021

Money Out

Balance on 31 August 2021

### Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
02 Aug 21	CAR CONSORTIUM LTD CARCONSORTIUMLTD	FPI	130.00		
02 Aug 21		DEB			
02 Aug 21		DEB			
02 Aug 21		FPI			
02 Aug 21		FPI			
02 Aug 21		FPI			
02 Aug 21		FPO			
02 Aug 21		FPI			
02 Aug 21		FPI			
02 Aug 21		FPI			
02 Aug 21		FPI			
03 Aug 21		FPI			
03 Aug 21		FPI			
03 Aug 21		FPI			
04 Aug 21		FPI			
05 Aug 21		FPI			

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Court Farm Estates  
 COURT FARM  
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Your Account

Sort Code  
 Account Number

BUSINESS ACCOUNT

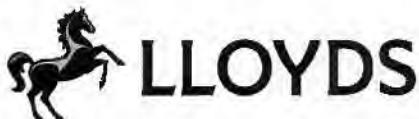
01 September 2021 to 30 September 2021

Money In		Balance on 01 September 2021	
Money Out		Balance on 30 September 2021	

### Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Sep 21		SO			
01 Sep 21		FPI			
01 Sep 21		FPI			
01 Sep 21		FPI			
01 Sep 21		FPI			
01 Sep 21	MR [REDACTED] CAR CONSORTIUM LTD	FPI	1,650.00		
01 Sep 21		FPI			
01 Sep 21		FPI			
02 Sep 21	MR [REDACTED] CAR CONSORTIUM LTD	FPI	50.00		
02 Sep 21		DEP			
02 Sep 21		FPI			
02 Sep 21		FPI			
02 Sep 21		DEB			
03 Sep 21		FPI			
03 Sep 21		FPI			
03 Sep 21		DEB			

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Court Farm Estates  
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Your Account

Sort Code  
Account Number  
[REDACTED]

BUSINESS ACCOUNT

01 October 2021 to 31 October 2021

Money In

Balance on 01 October 2021

Money Out

Balance on 31 October 2021

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Oct 21	[REDACTED]	SO	[REDACTED]		[REDACTED]
01 Oct 21	[REDACTED]	CHQ		[REDACTED]	[REDACTED]
01 Oct 21	[REDACTED]	CHQ			[REDACTED]
01 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
01 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
01 Oct 21	CAR CONSORTIUM	FPI	1,700.00		[REDACTED]
01 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Oct 21	[REDACTED]	FPI		[REDACTED]	[REDACTED]
04 Oct 21	[REDACTED]	FPI		[REDACTED]	[REDACTED]
04 Oct 21	[REDACTED]	FPI		[REDACTED]	[REDACTED]
04 Oct 21	[REDACTED]	CHQ		[REDACTED]	[REDACTED]
04 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
04 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]
05 Oct 21	[REDACTED]	FPI	[REDACTED]		[REDACTED]

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Court Farm Estates  
 COURT FARM  
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Your Account

Sort Code  
 Account Number

**BUSINESS ACCOUNT**

01 November 2021 to 30 November 2021

**Money In**

Balance on 01 November 2021

**Money Out**

Balance on 30 November 2021

### Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Nov 21		FPI			
01 Nov 21		FPI			
01 Nov 21		SO			
01 Nov 21		CHQ			
01 Nov 21		FPI			
01 Nov 21		FPI			
01 Nov 21	MR ██████████ CAR CONSORTIUM LTD	FPI	1,000.00		
02 Nov 21	MR ██████████ CAR CONSORTIUM LTD	FPI	500.00		
02 Nov 21		FPI			
03 Nov 21		FPI			
04 Nov 21		BGC			
05 Nov 21		FPI			
08 Nov 21		FPI			
08 Nov 21		PAY			
08 Nov 21		FPO			
08 Nov 21		PAY			

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Court Farm Estates  
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**Your Account**

Sort Code  
 Account Number

**BUSINESS ACCOUNT**

01 December 2021 to 31 December 2021

Money In  
 Money Out

Balance on 01 December 2021  
 Balance on 31 December 2021

**Your Transactions**

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
01 Dec 21		SO			
01 Dec 21		CHQ			
01 Dec 21		CHQ			
01 Dec 21		FPI			
01 Dec 21	CAR CONSORTIUM	FPI	1,000.00		
01 Dec 21		TFR			
02 Dec 21	CAR CONSORTIUM	FPI	700.00		
02 Dec 21		DEB			
02 Dec 21		DEB			
03 Dec 21		FPI			
06 Dec 21		DEB			
06 Dec 21		CHQ			
06 Dec 21		CHQ			
06 Dec 21		DEP			
06 Dec 21		FPO			
06 Dec 21		PAY			

(Continued on next page)

## BUSINESS ACCOUNT

 Sort Code  
 Account Number

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
13 Jan 22		FPI			
14 Jan 22		FPI			
14 Jan 22		FPI			
14 Jan 22		FPI			
14 Jan 22		FPI			
17 Jan 22		DD			
17 Jan 22		FPI			
18 Jan 22		FPI			
18 Jan 22		FPI			
18 Jan 22		PAY			
19 Jan 22		BGC			
19 Jan 22		FPI			
21 Jan 22		CHQ			
21 Jan 22		FPI			
24 Jan 22		DEB			
24 Jan 22		BGC			
24 Jan 22		FPI			
24 Jan 22		FPI			
25 Jan 22		CHQ			
25 Jan 22		FPI			
25 Jan 22	GREEN SHED L97RYNR3R775Z23KW5	FPI	1,000.00		
26 Jan 22		TFR			

(Continued on next page)

## BUSINESS ACCOUNT

 Sort Code 30-92-33  
 Account Number 05471023

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
11 Feb 22		CHQ			
14 Feb 22		FPI			
14 Feb 22		FPI			
14 Feb 22		FPI			
17 Feb 22		DD			
17 Feb 22		PAY			
17 Feb 22	CAR CONSORTIUM LTD	FPI	1,000.00		
18 Feb 22	CAR CONSORTIUM LTD	FPI	700.00		
18 Feb 22		PAY			
18 Feb 22		DEB			
21 Feb 22		FPI			
21 Feb 22		FPI			
21 Feb 22		FPI			
22 Feb 22		BGC			
25 Feb 22		CHQ			
25 Feb 22		FPI			
28 Feb 22		FPI			
28 Feb 22		FPI			
28 Feb 22		FPI			
28 Feb 22		FPI			
28 Feb 22		FPI			

(Continued on next page)

## BUSINESS ACCOUNT

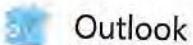
 Sort Code  
 Account Number

[REDACTED]

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
15 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
15 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
15 Mar 22	[REDACTED]	DEB		[REDACTED]	[REDACTED]
15 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
17 Mar 22	[REDACTED] CAR CONSORTIUM LTD	FPI	[REDACTED]		[REDACTED]
17 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
18 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
18 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
18 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
18 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
18 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
21 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
21 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
21 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
21 Mar 22	[REDACTED]	DEB		[REDACTED]	[REDACTED]
21 Mar 22	[REDACTED]	BGC	[REDACTED]		[REDACTED]
21 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
21 Mar 22	[REDACTED]	PAY		[REDACTED]	[REDACTED]
22 Mar 22	[REDACTED]	BGC	[REDACTED]		[REDACTED]
22 Mar 22	[REDACTED] CAR CONSORTIUM LTD	FPI	500.00		[REDACTED]
22 Mar 22	[REDACTED]	FPI	[REDACTED]		[REDACTED]
23 Mar 22	[REDACTED]	FPO		[REDACTED]	[REDACTED]

(Continued on next page)



Outlook

## Green Shed - Lee Stanton Statement of account

From Joanne Pearce [REDACTED]

Date Fri 10/03/2023 13:32

To Alex Lyttle [REDACTED]

1 attachment (12 KB)

Green Shed Statement 30.11.2022.xlsx;

Hello Alex

Please find attached a statement of account for rent from the Green Shed from 1<sup>st</sup> April 2022 - this is when Court Farm Became Limited (Start of new tax year)

You will see that again lee had sporadic payments onto his account and from 1<sup>st</sup> April 2022 to Nov 22 (Deceased) he still owes £9800

Can you confirm this is now everything that you need from me

Many Thanks

Jo

Court Farm Estates Limited  
 Court Farm  
 Tewkesbury Road  
 Twigworth  
 Gloucestershire  
 GL2 9PX  
 Tel : [REDACTED]  
 Email : [REDACTED]

Green Commercial Shed - Lee Stanton  
 Severnside  
 Bonnies Lane  
 Gloucester  
 GL1 2BZ

### STATEMENT

Date 09/03/2023  
 Account Ref GRENSHED

All values are shown in

Pound Sterling

Date	Ref	Details	Debit	Credit	Balance	
01/04/2022	Apr-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		1700.00	
01/05/2022	May-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		3400.00	
01/06/2022	Jun-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		5100.00	
01/07/2022	Jul-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		6800.00	
01/08/2022	Aug-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		8500.00	
01/09/2022	Sep-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		10200.00	
01/10/2022	Oct-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		11900.00	
01/11/2022	Nov-22	Monthly Rent - Green Commercial Shed & Flats - Sever	1700.00		13600.00	
19/04/2022	Mr L A Stanton	Sales Receipt		600.00	13000.00	
19/04/2022	Mr L A Stanton	Sales Receipt		200.00	12800.00	
19/04/2022	Mr L A Stanton	Sales Receipt		400.00	12400.00	
01/06/2022	Mr L A Stanton	Sales Receipt		800.00	11600.00	
01/06/2022	Mr L A Stanton	Sales Receipt		500.00	11100.00	
30/06/2022	Mr L A Stanton	Sales Receipt		800.00	10300.00	
01/07/2022	Mr L A Stanton	Sales Receipt		500.00	9800.00	
Current		Period 1	Period 2	Period 3	Older	Amount Due
£0	£	0.00 £	0.00 £	0.00 £	9800.00	£9800.00

Green Flat 1 - Alex Gale 27.02.23 to 19.2.24

Green Flat 1 – Elanor Acton 5.3.24 to 27.1.25

Green Flat 1 – Nayden Atonasa 9.2.25 to 10.7.25

Green Flat 1 – Veronica Ferova 10.7.25 to present

Green Flat 2 – Charlotte Mcatackney & Kim Pickett – 15.4.23 to 15.7.24

Green Flat 2 - Cynthia Bizzurie – 30.8.24 to 30.10.24

Green Flat 2 – Ilia Naydenou Atonastu – 27.1.25 to 10.7.25

Green Flat 2 – Penelope Kutalkova 14.7.25 to present

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and Tenant. The tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Act 1988.

Date: 27/2/23

Landlord(s): Mr Sean Gorman

Landlord's Address: Count Farm  
Tewkesbury Road  
Tewkesbury  
Gloucester  
GL2 9PX

Notice: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s): ALEX GALE

Property: The dwelling known as ALEX GALE  
GREEN FLAT 7 NEW FARM.  
SEVERN SIDE, BONNIES LANE  
GL1 2BZ

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the inventory

Term: For the term of 6 Months

Commencing on: 27/2/23

Rent: £1000 PER MONTH

Payment: In advance by equal payments Monthly on the 1st of each month of each month by standing order

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.2.1 **Landlord:-**

full name **SEAN GORMAN**  
 current address **COURT FARM  
TENKS ROAD  
GL2 9PX**

telephone number

email address

fax number

2.2.2 **Tenant:-**

full name

**ALEX GALE**

current address

telephone number

email address

fax number

**Party paying the deposit (if not the tenant):-**

full name

current address

telephone number

email address

fax number

**At the determination of the Tenancy the parties will use their best endeavours to agree what deductions should be made from the deposit and will in any event, within twenty days of the termination of the Tenancy, notify the scheme provider of what sums/fees remain in dispute.**

**The Landlord will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy.**

**The Tenant agrees with the Landlord:**

M. & Schawans

(3.1) To pay the Rent on the days and in the manner specified to the Landlord

(3.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephones (if any) relating to the Property), including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services (i.e. gas, electricity, water etc.)

### 3.97 the money due.

- (3.3) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property
- (3.4) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (3.5) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (3.6) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase
- (3.7) Not to keep any animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (3.8) Not to use the Property for any illegal or immoral purposes
- (3.9) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.

## Appendix

- (3.10) Not to damage or injure the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord
- (3.11) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
- (3.12) To immediately pay the Landlord the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property
- (3.13) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair
- (3.14) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants
- (3.15) To replace all broken glass in doors and windows damaged during the tenancy
- (3.16) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord
- (3.17) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property
- (3.18) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent

- (3.19) To take all reasonable precautions to prevent damage by frost
- (3.20) In order to comply with the Gas Safety Regulations, it is necessary:
  - a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (3.21) To keep the drains free from obstruction and the chimneys swept as often as necessary
- (3.22) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (3.23) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

Other Tenant Responsibilities

- (3.24) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (3.25) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (3.26) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers
- (3.27) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- (3.28) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

End of Tenancy

- (3.29) To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy
- (3.30) To pay for any reasonable cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy
- (3.31) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (3.32) To return the keys of the Property to the Landlord on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry where keys are not returned

The Landlord agrees with the Tenant that:

- (4.1) Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
- (4.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.

By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not.

is Landlord agrees to carry out any repairing obligations as required by section 11 of the ~~Landlord and Tenant Act 1985~~ (see note 4)

in this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

"The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually

The parties agree:

(S.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.

(S.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.

(S.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)

The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other monies owing.

The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

#### THE FIRST SCHEDULE (attach a separate sheet if necessary)

to maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar reception devices (if any) in the property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception.

to keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes etc and when necessary. Also any replaceable or disposable filters, vacuum bags etc. to be replaced, at the end of the tenancy.

not to smoke or permit any smoking at the Property whatsoever without the express written consent of the Landlord.

Tenants hereby agree to inform the Landlord immediately of any changes to door entry codes, gate entry codes or property security alarm codes.

**SIGNED by the LANDLORD(s):-**

Landlord / Landlord's Agent for and behalf of the landlord)

Witnessed by:-

Name:

LAUREN WHITE

Address:

COURT FARM

TOWNS ROAD

GL2 9PY

LETTERS MANAGER

Witness Signature

**SIGNED by the TENANT(s):-**

Name: ACEX GATE

Signature: \_\_\_\_\_

Name:

Signature: \_\_\_\_\_

Name:

Signature: \_\_\_\_\_

Name:

Signature: \_\_\_\_\_

Witnessed by:-

Name:

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## TENANCY AT WILL

UPON the parties hereto agreeing to abide by the following draft terms in expectation of a Lease being entered into in respect of the property and the Tenant entering into occupation of the premises pursuant to a tenancy at will for a residential lease ("the Lease")

IT IS AGREED THAT

### Parties

1. The parties to the Lease will be: **COURT FARM ESTATES LIMITED**

Court Farm Estates Limited ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX

TEL: [REDACTED] EMAIL: [REDACTED]  
which is the Landlord's address for statutory purposes including for the service of notices

**PENELOPE KUTACKOVA**  
and  
GREEN FLAT 2, NEW FARM  
BONNIES LANE  
GLOUCESTER GL1 2BZ  
.....  
(the Tenant)

TEL: [REDACTED]

EMAIL: [REDACTED]

### Rent

2. The Rent is £950.00 per calendar month, payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to review annually.

### Term etc

4. The term of the Lease shall be 6 months commencing on 14/7/25 and continuing thereafter as a monthly periodic tenancy at will.

5. For the avoidance of doubt the Lease will not be subject to the continuation provisions of Part II of the Landlord and Tenant Act 1954.

### Tenant's covenants

6. To pay all Taxes, Rates or Charges due to the Local Authority as and when they fall due.

7. To pay for the service and usage of all Utilities as and when payment falls due.

8. To obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.

9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard.

10. To maintain the property and its surroundings in a neat and tidy condition.

11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.

12. Not to sub-let or assign the premises or any part thereof to any other person or company.

P. K.

13. Not to make any alterations or additions either internally or externally without the written agreement of the Landlord.
14. To comply with all relevant legislation in particular that relating to Health and Safety and Environmental Health and Protection.
15. To keep the Landlord indemnified against all losses arising directly or indirectly out of a act or omission of the Tenant or as a consequence of any breach of this agreement.
16. To allow full access to the premises by the Landlord or its agents as and when required.
17. To provide and maintain suitable fire-fighting equipment.
18. To arrange for the regular removal of waste and rubbish by competent collectors.
19. To comply with all laws, byc-laws and regulations as occupier and to keep the Landlord indemnified against all losses incurred by any breach of these.
20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is due and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with bringing of proceedings in relation to possession, forfeiture, or arrears of rent or service charges.

Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days the Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy shall immediately determine.

Signed on behalf of the Landlord:

Date..... 21-07-25 .....

Signed by the Tenant:

Date..... 21/07/2025 .....

## TENANCY AT WILL

UPON the parties hereto agreeing to abide by the following draft terms in expectation of a Lease being entered into in respect of the property and the Tenant entering into occupation of the premises pursuant to a tenancy at will for a residential lease ("the Lease")

IT IS AGREED THAT

### Parties

1. The parties to the Lease will be:

Court Farm Estates Limited ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX

which is the Landlord's address for statutory purposes including for the service of notices

and *Cynthia B133urie*

*Green flat 2  
Sevenside Bonnies Lane  
Gloucester GL2 9PX*

('the Tenant')

### Rent

2. The Rent is ....1,000..... per calendar month, payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to review annually.

### Term etc

4. The term of the Lease shall be 6 months commencing on *30/8/24* and continuing thereafter as a monthly periodic tenancy at will.

5. For the avoidance of doubt the Lease will not be subject to the continuation provisions of Part II of the Landlord and Tenant Act 1954.

### Tenant's covenants

6. To pay all Taxes, Rates or Charges due to the Local Authority as and when they fall due.
7. To pay for the service and usage of all Utilities as and when payment falls due.
8. To obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.
9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard.
10. To maintain the property and its surroundings in a neat and tidy condition.
11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.
12. Not to sub-let or assign the premises or any part thereof to any other person or company.

13. Not to make any alterations or additions either internally or externally without the prior written agreement of the Landlord.
14. To comply with all relevant legislation in particular that relating to Health and Safety and Environmental Health and Protection.
15. To keep the Landlord indemnified against all losses arising directly or indirectly out of any act or omission of the Tenant or as a consequence of any breach of this agreement.
16. To allow full access to the premises by the Landlord or its agents as and when required.
17. To provide and maintain suitable fire-fighting equipment.
18. To arrange for the regular removal of waste and rubbish by competent collectors.
19. To comply with all laws, byc-laws and regulations as occupier and to keep the Landlord indemnified against all losses incurred by any breach of these.
20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is due and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with the bringing of proceedings in relation to possession, forfeiture, or arrears of rent or service charges.

Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days the Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy shall immediately determine.

Signed on behalf of the Landlord:

*K. mess2adi*

[Redacted]

Date 30/8/24

Signed by the Tenant:

*CYNTHIA BIZZARIE*

[Redacted]

Date 30/08/24

## TENANCY AT WILL

UPON the parties hereto agreeing to abide by the following draft terms in expectation of a Lease being entered into in respect of the property and the Tenant entering into occupation of the premises pursuant to a tenancy at will for a business lease

IT IS AGREED THAT

### Parties

1. The parties to the Lease will be: *Court Farm Estates Limited*

Sean Gorman ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX

which is the Landlord's address for statutory purposes including for the service of notices

and *Nayden Atkinson Nayden & fromera Ltd. eva Tadewra  
Green flat 1  
Bonnie's Lane*

('the Tenant'  
deposit £ 650      Gloucester GL1 2BZ

Rent £ 850

2. The Rent is £ per week payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to review annually.

### Term etc

4. The term of the Lease shall be 6 months commencing on  
and continuing thereafter as a monthly periodic tenancy at will.

5. The lease will be a full repairing lease and will be exempt from the continuation provisions of Part II of the Landlord and Tenant Act 1954.

### Tenant's covenants

6. To pay all Taxes, Rates or Charges due to the Local Authority as and when they fall due.

7. To pay for the service and usage of all Utilities as and when payment falls due. 8. To obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.

9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard.

10. To maintain the structure and its surroundings in a neat and tidy condition.

11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.

12. Not to sub-let or assign the premises or any part thereof to any other person or company.

13. Not to make any alterations or additions either internally or externally without the prior written agreement of the Landlord.
14. To comply with all relevant legislation in particular that relating to Health and Safety and Environmental Health and Protection.
15. To keep the Landlord indemnified against all losses arising directly or indirectly out of any act or omission of the Tenant or as a consequence of any breach of this agreement.
16. To allow full access to the premises by the Landlord or its agents as and when required.
17. To provide and maintain suitable fire-fighting equipment.
18. To arrange for the regular removal of waste and rubbish by competent collectors.
19. To comply with all laws, bye-laws and regulations as occupier and to keep the Landlord indemnified against all losses incurred by any breach of these.
20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is due and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with the bringing of proceedings in relation to possession, forfeiture, or arrears of rent or service charges.

Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days the Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy shall immediately determine.

Signed on behalf of the Landlord:

*Khadija Messoudi*

date.....27/11/25.....

signed by tenant

*27/11/25*

Statement of truth from Alex Gale

I can confirm that I lived at the Green Flat 1 at Sevenside, Bonnies Lane, Gloucester GL1 2BZ from February 2023 to February 2024

Signed.....

Alex Gale

Witnessed.....

Jo PEARCE

Khadija messaoudi

Witnessed...

Dated .....

8th FEBRUARY 2024

UK DRIVING LICENCE

1974  
72 12

1. GALE  
2. MR ALEXANDER THOMAS

3.  
4a.  
4b.  
5.  
7.



6. GREEN FLAT 1, BONNIES LANE, SEVERN SIDE,  
GLOUCESTER, GL1 2BZ



# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Green FLAT 2

## Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

## General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 195 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and Tenant  
tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date: 31/3/23

Landlord(s): Mr Sean Gorman

Landlord's Address: Court Farm  
Tewkesbury Road  
Tewkesbury  
Gloucester  
GL2 9PX

*Section 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

Tenant(s): CHARLOTTE McATTACKNEY KIMBERLEY PICKETT McATTACKNEY

Property: The dwelling known as

GREEN FLAT 2  
BONNIES LANE  
GL1 2BZ

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the inventory

Term: For the term of 6 Months

Commencing on: 14/4/23

Rent: £1000 Per Month

5TH

In advance by equal payments Monthly on the 5th of each month of each month by standing order

The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.2.1 Landlord:-	<p>full name <b>Steve GORMAN</b>          current address <b>COURT FARM TENKS ROAD GL2 9PX</b></p> <p>telephone number [REDACTED]</p> <p>email address [REDACTED]</p> <p>fax number [REDACTED]</p>
2.2.2 Tenant:-	<p>full name <b>CHARLOTTE MCHALE &amp; Kim PRELETT</b></p> <p>current address [REDACTED]</p> <p>telephone number [REDACTED]</p> <p>email address [REDACTED]</p> <p>fax number [REDACTED]</p>
Party paying the deposit (if not the tenant):-	<p>full name [REDACTED]</p> <p>current address [REDACTED]</p> <p>telephone number [REDACTED]</p> <p>email address [REDACTED]</p> <p>fax number [REDACTED]</p>

**At the determination of the Tenancy the parties will use their best endeavours to agree what deductions should be made from the deposit and will in any event, within twenty days of the termination of the Tenancy, notify the scheme provider of what sum/sums remain in dispute.**

**The Landlord will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy.**

**The Tenant agrees with the Landlord:**

**1.6. charges**

(3.1) To pay the Rent on the days and in the manner specified to the Landlord

(3.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the Property), including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services (i.e. gas, electricity, water etc.)

**1.7. Use of the property**

(3.3) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property

(3.4) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(3.5) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(3.6) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase

(3.7) Not to keep any animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(3.8) Not to use the Property for any illegal or immoral purposes

(3.9) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.

**1.8. care**

(3.10) Not to damage or injure the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord

(3.11) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy

(3.12) To immediately pay the Landlord the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property

(3.13) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair

(3.14) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants

(3.15) To replace all broken glass in doors and windows damaged during the tenancy

(3.16) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord

(3.17) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property

(3.18) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent

- (3.19) To take all reasonable precautions to prevent damage by frost
- (3.20) In order to comply with the Gas Safety Regulations, it is necessary:
  - a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that soot or ash build up on any gas appliance should be reported immediately to the Landlord or Agent
- (3.21) To keep the drains free from obstruction and the chimneys swept as often as necessary
- (3.22) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (3.23) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

**Tenant responsibilities**

- (3.24) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (3.25) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (3.26) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers
- (3.27) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- (3.28) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

**Leasehold**

- (3.29) To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy
- (3.30) To pay for any reasonable cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy
- (3.31) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (3.32) To return the keys of the Property to the Landlord on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry where keys are not returned

The Landlord agrees with the Tenant that:

- 4.1) Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
- 4.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.

By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not.

Landlord agrees to carry out any repairing obligations as required by section 11 or 12 of the  
Act 1988 (see note 4)

his Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of  
the tenancy

"The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and  
obligations can be enforced against all of the Tenants jointly and against each individually

the parties agree:

- 1.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988  
if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to  
occupy the Property as his or her only or main home.
- 1.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under  
Ground 2, Schedule 2 of the Housing Act 1988.
- 1.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the  
provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section  
196 of the Law of Property Act 1925 (see note 5)

The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies  
including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other  
information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the  
tenant's whereabouts if the Tenant has left the Property with rent or other monies owing.

The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

#### **1 FIRST SCHEDULE (attach a separate sheet if necessary)**

to maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar  
reception devices (if any) in the property. The Landlord shall not accept any responsibility for unsatisfactory radio  
or television reception.

to keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and  
when necessary. Also any replaceable or disposable filters, vacuum bags etc. to be replaced, at the end of the  
tenancy.

not to smoke or permit any smoking at the Property whatsoever without the express written consent of the landlord.

Tenants hereby agree to inform the Landlord immediately of any changes to door entry codes, gate entry codes or  
property security alarm codes.

**SIGNED by the LANDLORD(S):-**

Landlord / Landlord's Agent for and behalf of the landlord)

Witnessed by:-

Name:

LAUREN WHITE

Address:

COURT FAIR

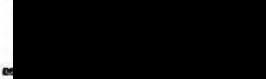
TENNESSEAN ROAD

G12 9PX

Occupation:

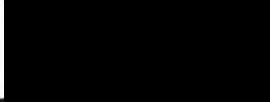
LETTINGS MANAGER

Witness Signature

**SIGNED by the TENANT(S):-**

Name: CHARLOTTE MCATTACKEN

Signature: 

Name:

Signature: 

Name:

Signature: 

Name:

Signature: 

Witnessed by:-

Name:



Name:











## TENANCY AT WILL

UPON the parties hereto agreeing to abide by the following draft terms in expectation of a Lease being entered into in respect of the property and the Tenant entering into occupation of the premises pursuant to a tenancy at will for a residential lease ("the Lease")

IT IS AGREED THAT

Parties

1. The parties to the Lease will be: *Court Farm Estates Limited*

Court Farm Estates Limited ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX

which is the Landlord's address for statutory purposes including for the service of notices

and *Ilia Naydenov Antonova / Anita Sergeeva Milkova*  
*Green flat 2*  
*Bonnie's Lane*  
*Gloucester GL2 2BZ*

.....  
(the Tenant)

Rent

2. The Rent is ..... *850* ..... per calendar month, payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to review annually.

Term etc

4. The term of the Lease shall be 6 months commencing on *27/1/25* and continuing thereafter as a monthly periodic tenancy at will.

5. For the avoidance of doubt the Lease will not be subject to the continuation provisions of Part II of the Landlord and Tenant Act 1954.

Tenant's covenants

6. To pay all Taxes, Rates or Charges due to the Local Authority as and when they fall due.

7. To pay for the service and usage of all Utilities as and when payment falls due.

8. To obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.

9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard.

10. To maintain the property and its surroundings in a neat and tidy condition.

11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.

12. Not to sub-let or assign the premises or any part thereof to any other person or company.

13. Not to make any alterations or additions either internally or externally without the prior written agreement of the Landlord.
14. To comply with all relevant legislation in particular that relating to Health and Safety and Environmental Health and Protection.
15. To keep the Landlord indemnified against all losses arising directly or indirectly out of any act or omission of the Tenant or as a consequence of any breach of this agreement.
16. To allow full access to the premises by the Landlord or its agents as and when required.
17. To provide and maintain suitable fire-fighting equipment.
18. To arrange for the regular removal of waste and rubbish by competent collectors.
19. To comply with all laws, byc-laws and regulations as occupier and to keep the Landlord indemnified against all losses incurred by any breach of these.
20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is due and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with the bringing of proceedings in relation to possession, forfeiture, or arrears of rent or service charges.

Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days the Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy shall immediately determine.

*Khadya Messad*

Signed on behalf of the Landlord:

[REDACTED]

Date.....27/1/25..

Signed by the Tenant:

[REDACTED]

Date.....27/01/25

## TENANCY AT WILL

UPON the parties hereto agreeing to abide by the following draft terms in expectation of a Lease being entered into in respect of the property and the Tenant entering into occupation of the premises pursuant to a tenancy at will for a residential lease ("the Lease")

IT IS AGREED THAT

### Parties

1. The parties to the Lease will be: *Court Farm Estates Limited*

Court Farm Estates Limited ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX

which is the Landlord's address for statutory purposes including for the service of notices

and [REDACTED]

TEL: [REDACTED]

*GREEN FLAT 1  
BONNIES LANE  
GLOUCESTER GL1 2BZ  
(the Tenant)*

EMAIL: [REDACTED]

### Rent

2. The Rent is £ 850.00 per calendar month, payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to review annually.

### Term etc

4. The term of the Lease shall be 6 months commencing on 10/7/25 and continuing thereafter as a monthly periodic tenancy at will.

5. For the avoidance of doubt the Lease will not be subject to the continuation provisions of Part II of the Landlord and Tenant Act 1954.

### Tenant's covenants

6. To pay all Taxes, Rates or Charges due to the Local Authority as and when they fall due.

7. To pay for the service and usage of all Utilities as and when payment falls due.

8. To obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.

9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard.

10. To maintain the property and its surroundings in a neat and tidy condition.

11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.

12. Not to sub-let or assign the premises or any part thereof to any other person or company.

VF.

13. Not to make any alterations or additions either internally or externally without the written agreement of the Landlord.
14. To comply with all relevant legislation in particular that relating to Health and Safety Environmental Health and Protection.
15. To keep the Landlord indemnified against all losses arising directly or indirectly out of act or omission of the Tenant or as a consequence of any breach of this agreement.
16. To allow full access to the premises by the Landlord or its agents as and when required.
17. To provide and maintain suitable fire-fighting equipment.
18. To arrange for the regular removal of waste and rubbish by competent collectors.
19. To comply with all laws, byc-laws and regulations as occupier and to keep the Land indemnified against all losses incurred by any breach of these.
20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with bringing of proceedings in relation to possession, forfeiture, or arrears of rent or service charges

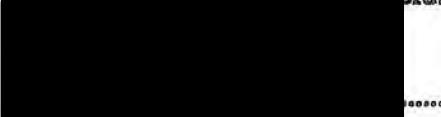
Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days, Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy immediately determine.

Signed on behalf of the Landlord:



Date.....21.7.2025.....

Signed by the Tenant:



Date.....02.07.2025.....

V.F.

LEASE AGREEMENT

UPON the parties hereto agreeing to abide by the following terms set out in this document ('the Lease') whereby the Landlord will let and the Tenant will take the property referred to herein and described in the attached Schedule:

IT IS AGREED THAT

Parties

1. The parties to the Lease will be:

Sean Gorman ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX which is the Landlord's address for statutory purposes including for the service of notices

and

5 OAK TREE WAY, NEWENT, GLOS GL18 1UD

(the 'Tenant')

Rent

2. The Rent is £1,400 ..... per calendar month, payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to 10% increase annually on each anniversary of the signing hereof.

Term etc

4. The term of the Lease shall be 6 months commencing on 07/02/2020 and continuing thereafter as a monthly periodic tenancy.

5. For the avoidance of doubt the Lease will not be subject to the continuation provisions of Part II of the Landlord and Tenant Act 1954.

Tenant's covenants

6. To promptly pay all Taxes, Rates or Charges levied by the Local Authority howsoever incurred as soon as practicable after such Taxes, Rates or Charges have been sought, requested or demanded by the Local Authority.

7. To promptly pay for all Gas, Electricity, Water, Telephone, Internet, Sewerage, Drainage and/or Utilities charges levied by any owner or supplier of such Gas, Electricity, Water, Telephone, Internet, Sewerage, Drainage and/or Utilities howsoever incurred as soon

SCHEDULE

DESCRIPTION OF THE LAND HEREBY DEMISED

[..... see below .....]

30  
10  
Green flats 1/2  
Large Green Barn  
Bonnie's Lane  
off Longthorne Avenue  
Gloucester GL1 2BZ

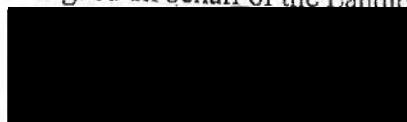
Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days the Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy shall immediately determine.

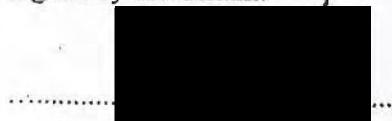
Signed on behalf of the Landlord:



PP Sean Gorman

Date.....07/12/2020

Signed by the Tenant:



Date.....07/12/2020

as practicable after such Taxes, Rates or Charges have been sought, requested or demanded by the relevant owner or supplier.

8. Not to use the property subject to the Lease in any way so as to offend any applicable laws, regulations, by-laws or for any immoral or illegal purpose and to obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.

9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard and to put and maintain all structures, installations, fittings, fixtures and features in good repair and in proper working order and in good decorative condition.

10. To maintain the property and its surroundings in a neat and tidy condition.

11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.

12. Not to sub-let or assign the premises or any part thereof to any other person or company.

13. Not to make any alterations or additions either internally or externally without the prior written agreement of the Landlord.

14. To ensure the Health and Safety of persons on the land and to afford particular regard to Environmental Health and Protection.

15. To keep the Landlord indemnified against all losses arising directly or indirectly out of any act or omission of the Tenant or as a consequence of any breach of this agreement.

16. To allow full access to the premises by the Landlord or its agents as and when required.

17. To provide and maintain suitable fire-fighting equipment.

18. To arrange for the regular removal of waste and rubbish by competent collectors.

19. To keep the Landlord indemnified against all losses incurred by any breach of the terms herein, in particular such terms as relate to the incurring of Utility or Local Authority charges.

20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is due and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with the bringing of proceedings in relation to possession, forfeiture, or arrears of rent or any other charges of any character whether determined by a court or otherwise.

James Caldwell  
Public Sector Housing Officer  
Gloucester City Council  
Eastgate Management Suite  
Eastgate Street  
Gloucester  
GL1 1SS



24th December 2024

Dear Sir

Thank you for your helpful letter of December 5th regarding the flats at Green Barn.

We were asked by Court Farm Estates some years ago to refurbish the flats to a very high standard, which you would have seen on your visit, we also included in our quotation to bring the flats up to a full Building Regulation standard. After well over fifty years in the building trade we were quite capable of this and I pride myself in the quality of my work as this was for Court Farm Estates.

Furthermore, following your advice, I have fully fire proofed the adjoining wall from the garage side to create a full fire protection. In regards to a building control certificate, you will know from your experience of the refurbishment of rundown flats I do not have to supply the owners that certificate, but I can tell you that I have carried out all the works to a very high standard.

Yours sincerely

Trevor Warren

**WARREN**  
CONSTRUCTION

Court Farm Estates  
Twigworth  
Gloucester  
Gloucestershire  
GL2 9PX

17th April 2020

**INVOICE.**

**Re: Green Flat 1 and 2**

To Removal of All Old Fittings, Toilets, Showers and Unsafe Electrical Equipment.

To Carry Out Renovation to Both Flats and Bring Up to a Satisfactory Standard with All New Plumbing and Electrical Works and Fully Decorate Throughout Both Flats.

All Work Carried Out and Completed within Agreed Budget.

<b>TOTAL COST</b>	<b>£ 14,606.00</b>
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**IMPORTANT - THIS COMMUNICATION AFFECTS YOUR PROPERTY**

**TOWN AND COUNTRY PLANNING ACT 1990 (“the Act”) – Section 172  
(AS AMENDED BY THE PLANNING AND COMPENSATION ACT 1991)**

**Enforcement Notice**

**MATERIAL CHANGE OF USE**

**ISSUED BY: Gloucester City Council (“the Council”)**

**1. THIS NOTICE** is issued by the Council because it appears to them that there has been a breach of planning control, within paragraph (a) of Section 171A (1) of the Act, at the land described below. They consider that it is expedient to issue this Notice, having regard to the provisions of the development plan and to other material planning considerations. The Annex at the end of the Notice and the enclosures to which it refers contain important additional information.

**2. THE LAND TO WHICH THE NOTICE RELATES**

The Land as shown edged red on the attached plan being part of the building known as 'Green Barn' (hereinafter referred to as 'the Building') which is situated at Severnside Farm, Bonnies Lane, Gloucester GL1 2BZ forming part of land registry title number GR356602 as further identified in the satellite image attached to this notice.

**3. THE MATTERS WHICH APPEAR TO CONSTITUTE THE BREACH OF PLANNING CONTROL**

Without planning permission, the material change of use of part of the Building on the Land, from agricultural to residential use, to form two (2) self-contained residential dwellings.

**4. REASONS FOR ISSUING THIS NOTICE**

It appears to the Council that the above breach has occurred within the last 4 years at the date of issue of this notice.

The part of the Building in which the breach has occurred forms part of an agricultural barn which is situated on the Land. The Building is situated in open countryside beyond the built-up area of Gloucester and is thus in an area of open countryside which is not intended for new residential development.

Part of the interior of the Building has been converted at one end into two (2) unauthorised dwellings for residential use. The unauthorised works have generally retained the exterior agricultural appearance of the Building, except for the windows installed to the rear elevation, which are of a residential appearance and not in keeping with the agricultural appearance of the

Building. The Building is not considered suitable for conversion to a residential dwelling by virtue of its design, construction and siting and is considered an unsustainable form of development. A Housing Act enforcement notice has previously been served by the Council with regards to Category 1 and 2 hazards (Housing Health and Safety Rating System – Housing Act 2004) in one of the dwellings due to the significant risk posed to the occupiers of the dwellings within the Building

The Council consider it expedient to take enforcement action in this case for the following reasons:

- The unauthorised residential use poses a material flood risk to occupants. The development would not be considered acceptable on flood risk grounds due to its location in a site of medium flood risk and the fact that it would not pass the sequential test based on all precedents set by development control in the District. No sequential flood risk testing or site-specific Flood Risk Assessment has been carried out. The development does not comply with Section 14: Meeting the challenge of climate change flooding and coastal change of the NPPF, Policy INF2 – Flood Risk Management of the Joint Core Strategy and Policy E4 – Flooding, sustainable drainage and wastewater of the Gloucester City Plan.
- The unauthorised residential use of the Building fails to provide safe and sustainable accommodation to future users. The interior conversion of the dwellings within the Building is not of a suitable standard and is unlikely to promote the health and wellbeing of the residents. As a result of this it is considered that the unauthorised development does not comply with Section 12: Achieving well-designed places of the NPPF, Policy SD4 – Design requirements of the Joint Core Strategy, Policy A1 – Effective and efficient use of housing, land and buildings, Policy F1 – Materials and finishes, and Policy F3 – Community Safety of the Gloucester City Plan. The authorised works do not comply with Section 2: Achieving sustainable development and Section 8: Promoting health and safe communities of the NPPF, Policy SD14 – Health and environmental quality of the Joint Core Strategy and Policy A1 – Effective and efficient use of housing, land and buildings of the Gloucester City Plan.
- The change undermines spatial strategy by situating dwellings outside the existing settlement boundary and does not comply with Policy SD4 of the Joint Core Strategy. The unauthorised use also contravenes Policy SD8 of the Joint Core Strategy, as sequential flood testing has not been undertaken.

The Council does not consider that planning permission would be given, because planning conditions could not overcome the harm caused by this development and for these reasons the Council consider that it is expedient to take enforcement action and issue this enforcement notice.

## **5. WHAT YOU ARE REQUIRED TO DO**

In respect of that part of the Building shown edged in red on the plan attached hereto you are required to:

1. Cease the unauthorised residential use of the Building.
2. Remove from the interior of the two (2) residential dwellings within the Building all fittings and fixtures which support residential use of the Building including:
  - a. All domestic wiring, plumbing and heating fixtures and fittings, cables and pipe work which support residential occupation of the Building.
  - b. Any other residential and domestic paraphernalia associated with the residential use of the Building.
3. Remove from the Land and Building all materials, rubbish, debris, plant and machinery resulting from compliance with steps 1 and 2 above.

## **6. TIME FOR COMPLIANCE**

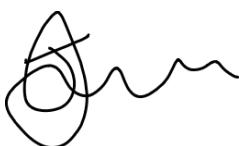
Six (6) months after the Notice takes effect.

## **7. WHEN THIS NOTICE TAKES EFFECT**

This Notice takes effect on **29<sup>th</sup> August 2025**, unless an appeal is made against it beforehand.

Dated: 17<sup>th</sup> July 2025

Signed:

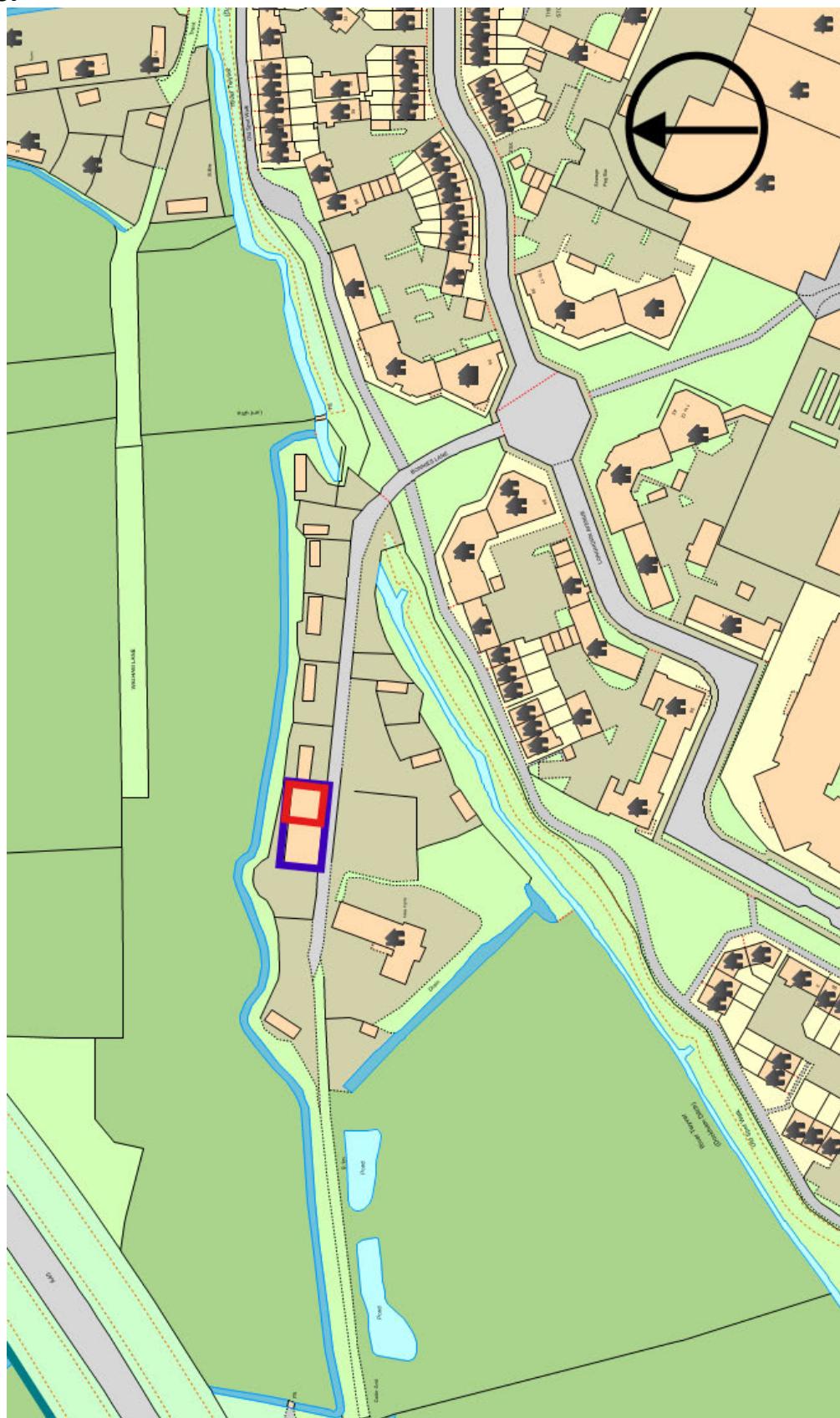


**On behalf of:** Gloucester City Council

**Nominated Officer:** Enforcement and Regulation Manager

**Telephone Number of Nominated Officer:** 01452 396046

**Red line boundary showing location of development to which this notice relates:**



## Satellite image



## ANNEX

**Gloucester City Council has issued an enforcement notice relating to land at Severnside Farm, Bonnies Lane, Gloucester GL1 2BZ and you are served with a copy of that notice as you have an interest in the Land. Copies of the notice have also been served on the parties listed at the end of this Annex.**

### YOUR RIGHT OF APPEAL

You can appeal against this enforcement notice, but any appeal must be **received** by the Planning Inspectorate (or be posted or electronically communicated at such time that, in the ordinary course of post or transmission, it would be **received** by the Planning Inspectorate) **before** the date specified in paragraph 7 of the notice.

The enclosed information sheet published by the Planning Inspectorate gives details of how to make an appeal.

### GROUNDS OF APPEAL

The grounds of appeal are set out in section 174 of the TCPA 1990. You may appeal on one or more of the following grounds that:

- a) In respect of any breach of planning control which may be constituted by the matters stated in the notice, planning permission ought to be granted or, as the case may be, the condition or limitation concerned ought to be discharged (ground a).
- b) Those matters have not occurred (ground b).
- c) Those matters (if they have occurred) do not constitute a breach of planning control (ground c).
- d) At the date when the notice was issued, no enforcement action could be taken in respect of any breach of planning control which may be constituted by those matters (ground d).
- e) Copies of the enforcement notice were not served as required by section 172 of the TCPA 1990 (ground e).
- f) The steps required by the notice to be taken, or the activities required by the notice to cease, exceed what is necessary to remedy any breach of planning control which may be constituted by those matters or, as the case may be, to remedy any injury to amenity which has been caused by such breach (ground f).
- g) Any period specified in the notice in accordance with section 173(9) of the TCPA 1990 falls short of what should reasonably be allowed (ground g).

Not all of these grounds may be relevant to you.

### PLANNING APPLICATION FEE

If you wish to appeal on ground a of section 174(2) of the TCPA 1990 this is the equivalent of applying for planning permission for the development alleged in

the notice and you will have to pay a fee of **£2,352.00**. You should pay the fee to Gloucester City Council. If the fee is not paid then that ground of appeal will not be valid.

### **STATEMENT ON GROUNDS OF APPEAL**

If you decide to appeal, you should state in writing the ground(s) on which you are appealing against the enforcement notice and you should state briefly the facts on which you intend to rely in support of each of those grounds. If you do not do this when you make your appeal the Secretary of State will send you a notice requiring you to do so within 14 days.

### **STATUTORY PROVISIONS**

A copy of sections 171A, 171B and 172 to 177 of the TCPA 1990 is attached for your information.

### **WHAT HAPPENS IF YOU DO NOT APPEAL**

If you do not appeal against this enforcement notice, it will take effect on the date specified in paragraph 7 of the notice and you must then ensure that the required steps for complying with it, for which you may be held responsible, are taken within the period[s] specified in paragraph 6 of the notice. Failure to comply with an enforcement notice which has taken effect can result in prosecution and/or remedial action by the Council.

### **RECIPIENTS OF THE ENFORCEMENT NOTICE:**

The names and addresses of all persons who were served with the notice:

- Sean Steven Gorman of Court Farm, Tewkesbury Road, Twigworth, Gloucester GL2 9NF.
- The occupier of Ground Floor Flat, Green Barn, Severnside Farm, Bonnies Lane, GL1 2BZ
- The occupier of First Floor Flat, Green Barn, Severnside Farm, Bonnies Lane, GL1 2BZ

Customer Support Team  
Temple Quay House  
2 The Square  
Temple Quay  
Bristol  
BS1 6PN

Direct Line: 0303 444 5000

Email: [enquiries@planninginspectorate.gov.uk](mailto:enquiries@planninginspectorate.gov.uk)

## 1. THIS IS IMPORTANT

If you want to appeal against this enforcement notice you can do it:-

- online at the [Appeals Casework Portal](https://acp.planninginspectorate.gov.uk/) (<https://acp.planninginspectorate.gov.uk/>); or
- sending us enforcement appeal forms, which can be obtained by contacting us on the details above.

**You MUST make sure that we RECEIVE your appeal BEFORE the effective date on the enforcement notice.**

Please read the appeal guidance documents at <https://www.gov.uk/appeal-enforcement-notice/how-to-appeal> (<https://www.gov.uk/appeal-enforcement-notice/how-to-appeal>).

In exceptional circumstances you may give written notice of appeal by letter or email. You should include the name and contact details of the appellant(s) and either attach a copy of the Enforcement notice that you wish to appeal or state the following:

- the name of the local planning authority;
- the site address; and
- the effective date of the enforcement notice.

We MUST receive this BEFORE the effective date on the enforcement notice. This should immediately be followed by your completed appeal forms.

**COPY OF SECTIONS OF THE TOWN AND COUNTRY PLANNING ACT 1990 REQUIRED TO ACCOMPANY AN ENFORCEMENT NOTICE AS REQUIRED BY REGULATION 5 OF THE TOWN AND COUNTRY PLANNING ( ENFORCEMENT NOTICES AND APPEALS) (ENGLAND) REGULATIONS 2002**

**171A.— Expressions used in connection with enforcement.**

- (1) For the purposes of this Act—
  - (a) carrying out development without the required planning permission; or
  - (b) failing to comply with any condition or limitation subject to which planning permission has been granted, constitutes a breach of planning control.
- (2) For the purposes of this Act:
  - (za) the issue of an enforcement warning notice in relation to land in England under section 172ZA;
  - (a) the issue of an enforcement notice (defined in section 172);
  - (aa) the issue of an enforcement warning notice in relation to land in Wales under section 173ZA; or
  - (b) the service of a breach of condition notice (defined in section 187A), constitutes taking enforcement action.
- (3) In this Part “*planning permission*” includes permission under Part III of the 1947 Act, of the 1962 Act or of the 1971 Act.

**171B.— Time limits.**

- (1) Where there has been a breach of planning control consisting in the carrying out without planning permission of building, engineering, mining or other operations in, on, over or under land, no enforcement action may be taken after the end of the period of—
  - (a) in the case of a breach of planning control in England, ten years beginning with the date on which the operations were substantially completed, and
  - (b) in the case of a breach of planning control in Wales, four years beginning with the date on which the operations were substantially completed.
- (2) Where there has been a breach of planning control consisting in the change of use of any building to use as a single dwelling house, no enforcement action may be taken after the end of the period of—
  - (a) in the case of a breach of planning control in England, ten years beginning with the date of the breach, and
  - (b) in the case of a breach of planning control in Wales, four years beginning with the date of the breach.
- (2A) There is no restriction on when enforcement action may be taken in relation to a breach of planning control in respect of relevant demolition (within the meaning of section 196D).
- (3) In the case of any other breach of planning control, no enforcement action may be taken after the end of the period of ten years beginning with the date of the breach.
- (4) The preceding subsections do not prevent—
  - (a) the service of a breach of condition notice in respect of any breach of planning control if an enforcement notice in respect of the breach is in effect; or
  - (b) taking further enforcement action in respect of any breach of planning control if, during the period of four years ending with that action being taken, the local planning authority have taken or purported to take enforcement action in respect of that breach.”

**172.— Issue of enforcement notice.**

- (1) The local planning authority may issue a notice (in this Act referred to as an “*enforcement notice*” ) where it appears to them—
  - (a) that there has been a breach of planning control; and

(b) that it is expedient to issue the notice, having regard to the provisions of the development plan and to any other material considerations.

(2) A copy of an enforcement notice shall be served—

- on the owner and on the occupier of the land to which it relates; and
- on any other person having an interest in the land, being an interest which, in the opinion of the authority, is materially affected by the notice.

(3) The service of the notice shall take place—

- not more than twenty-eight days after its date of issue; and
- not less than twenty-eight days before the date specified in it as the date on which it is to take effect.

**173.— Contents and effect of notice.**

(1) An enforcement notice shall state—

- the matters which appear to the local planning authority to constitute the breach of planning control; and
- the paragraph of section 171A(1) within which, in the opinion of the authority, the breach falls.

(2) A notice complies with subsection (1)(a) if it enables any person on whom a copy of it is served to know what those matters are.

(3) An enforcement notice shall specify the steps which the authority require to be taken, or the activities which the authority require to cease, in order to achieve, wholly or partly, any of the following purposes.

(4) Those purposes are—

- remedying the breach by making any development comply with the terms (including conditions and limitations) of any planning permission which has been granted in respect of the land, by discontinuing any use of the land or by restoring the land to its condition before the breach took place; or
- remedying any injury to amenity which has been caused by the breach.

(5) An enforcement notice may, for example, require—

- the alteration or removal of any buildings or works;
- the carrying out of any building or other operations;
- any activity on the land not to be carried on except to the extent specified in the notice; or
- the contour of a deposit of refuse or waste materials on land to be modified by altering the gradient or gradients of its sides.

(6) Where an enforcement notice is issued in respect of a breach of planning control consisting of demolition of a building, the notice may require the construction of a building (in this section referred to as a “*replacement building*”) which, subject to subsection (7), is as similar as possible to the demolished building.

(7) A replacement building—

- must comply with any requirement imposed by any enactment applicable to the construction of buildings;
- may differ from the demolished building in any respect which, if the demolished building had been altered in that respect, would not have constituted a breach of planning control;
- must comply with any regulations made for the purposes of this subsection (including regulations modifying paragraphs (a) and (b)).

(8) An enforcement notice shall specify the date on which it is to take effect and, subject to sections 175(4) and 289(4A), shall take effect on that date.

(9) An enforcement notice shall specify the period at the end of which any steps are required to have been taken or any activities are required to have ceased and may specify different periods for different steps or activities; and, where different periods apply to different steps or activities, references in this Part to the period for compliance with an enforcement notice, in relation to any step or activity, are to the period at the end of which the step is required to have been taken or the activity is required to have ceased.

(10) An enforcement notice shall specify such additional matters as may be prescribed, and regulations may require every copy of an enforcement notice served under section 172 to be accompanied by an explanatory note giving prescribed information as to the right of appeal under section 174.

(11) Where—

(a) an enforcement notice in respect of any breach of planning control could have required any buildings or works to be removed or any activity to cease, but does not do so; and

(b) all the requirements of the notice have been complied with,

then, so far as the notice did not so require, planning permission shall be treated as having been granted by virtue of section 73A in respect of development consisting of the construction of the buildings or works or, as the case may be, the carrying out of the activities.

(12) Where—

(a) an enforcement notice requires the construction of a replacement building; and

(b) all the requirements of the notice with respect to that construction have been complied with,

planning permission shall be treated as having been granted by virtue of section 73A in respect of development consisting of that construction.

#### **173A.— Variation and withdrawal of enforcement notices.**

(1) The local planning authority may—

(a) withdraw an enforcement notice issued by them; or

(b) waive or relax any requirement of such a notice and, in particular, may extend any period specified in accordance with section 173(9).

(2) The powers conferred by subsection (1) may be exercised whether or not the notice has taken effect.

(3) The local planning authority shall, immediately after exercising the powers conferred by subsection (1), give notice of the exercise to every person who has been served with a copy of the enforcement notice or would, if the notice were re-issued, be served with a copy of it.

(4) The withdrawal of an enforcement notice does not affect the power of the local planning authority to issue a further enforcement notice.

#### **174.— Appeal against enforcement notice.**

(1) A person having an interest in the land to which an enforcement notice relates or a relevant occupier may appeal to the Secretary of State against the notice, whether or not a copy of it has been served on him.

(2) An appeal may be brought on any of the following grounds—

(a) that, in respect of any breach of planning control which may be constituted by the matters stated in the notice, planning permission ought to be granted or, as the case may be, the condition or limitation concerned ought to be discharged;

(b) that those matters have not occurred;

(c) that those matters (if they occurred) do not constitute a breach of planning control;

- (d) that, at the date when the notice was issued, no enforcement action could be taken in respect of any breach of planning control which may be constituted by those matters;
- (e) that copies of the enforcement notice were not served as required by section 172;
- (f) that the steps required by the notice to be taken, or the activities required by the notice to cease, exceed what is necessary to remedy any breach of planning control which may be constituted by those matters or, as the case may be, to remedy any injury to amenity which has been caused by any such breach;
- (g) that any period specified in the notice in accordance with section 173(9) falls short of what should reasonably be allowed.

(2A) An appeal may not be brought on the ground specified in subsection (2)(a) if—

- (a) the land to which the enforcement notice relates is in England, and
- (b) the enforcement notice was issued at a time after the making of an application for planning permission that was related to the enforcement notice.

(2AA) For the purposes of subsection (2A)—

- (a) an application for planning permission for the development of any land is related to an enforcement notice if granting planning permission for the development would involve granting planning permission in respect of the matters specified in the enforcement notice as constituting a breach of planning control;
- (b) an application for planning permission that the local planning authority or the Secretary of State declined to determine under section 70A, 70B or 70C is to be ignored.

(2AB) But subsection (2A) does not apply if—

- (a) the application for planning permission has ceased to be under consideration, and
- (b) the enforcement notice was issued after the end of the period of two years beginning with the day on which the application ceased to be under consideration.

(2AC) For the purposes of subsection (2AB), an application for planning permission has ceased to be under consideration if—

- (a) the application was refused, or granted subject to conditions, and, in the case of an application determined by the local planning authority, the applicant did not appeal under section 78(1)(a);
- (b) the applicant did not appeal in the circumstances mentioned in section 78(2) and the application was not subsequently refused;
- (c) the applicant appealed under section 78(1)(a) or section 78(2) and—
  - (i) the appeal was dismissed,
  - (ii) the application was on appeal granted subject to conditions, or subject to different conditions, or
  - (iii) the Secretary of State declined under section 79(6) to determine the appeal.

(2B) For the purposes of subsection (2AB), the day on which the application ceased to be under consideration is—

- (a) in a case within subsection (2AC)(a), the day on which the right to appeal arose;
- (b) in a case within subsection (2AC)(b), the day after the end of the prescribed period referred to in section 78(2);
- (c) in a case within subsection (2AC)(c)(i), the day on which the appeal was dismissed;
- (d) in a case within subsection (2AC)(c)(ii), the day on which the appeal was determined;
- (e) in a case within subsection (2AC)(c)(iii) relating to an appeal under section 78(1)(a), the day on which the right to appeal arose;
- (f) in a case within subsection (2AC)(c)(iii) relating to an appeal under section 78(2), the day after the end of the prescribed period referred to in section 78(2).

(2C) Where any breach of planning control constituted by the matters stated in the notice relates to relevant demolition (within the meaning of section 196D), an appeal may also be brought on the grounds that—

- (a) the relevant demolition was urgently necessary in the interests of safety or health;
- (b) it was not practicable to secure safety or health by works of repair or works for affording temporary support or shelter; and
- (c) the relevant demolition was the minimum measure necessary.

(2D) An appeal against an enforcement notice may not be brought on the ground that planning permission ought to be granted in respect of a breach of planning control constituted by a matter stated in the notice, as specified in subsection (2)(a), if—

- (a) the land to which the enforcement notice relates is in Wales, and
- (b) the enforcement notice was issued after a decision to refuse planning permission for a related development was upheld on an appeal under section 78 (and for this purpose development is “related” if granting planning permission for it would involve granting planning permission in respect of the matter concerned).

(2E) An appeal may not be brought on the ground that a condition or limitation ought to be discharged, as specified in subsection (2)(a), if—

- (a) the land to which the enforcement notice relates is in Wales, and
- (b) the enforcement notice was issued after a decision to grant planning permission subject to the condition or limitation was upheld on an appeal under section 78.

(2F) For the purposes of subsections (2D) and (2E), references to a decision that has been upheld on an appeal include references to a decision in respect of which—

- (a) the Welsh Ministers have, under section 79(6), declined to determine an appeal or to proceed with the determination of an appeal;
- (b) an appeal has been dismissed under section 79(6A).

(3) An appeal under this section shall be made —

- (a) by giving written notice of the appeal to the Secretary of State before the date specified in the enforcement notice as the date on which it is to take effect; or
- (b) by sending such notice to him in a properly addressed and pre-paid letter posted to him at such time that, in the ordinary course of post, it would be delivered to him before that date; or
- (c) by sending such notice to him using electronic communications at such time that, in the ordinary course of transmission, it would be delivered to him before that date.

(4) A person who gives notice under subsection (3) shall submit to the Secretary of State, either when giving the notice or within the prescribed time, a statement in writing—

- (a) specifying the grounds on which he is appealing against the enforcement notice; and
- (b) giving such further information as may be prescribed.

(5) If, where more than one ground is specified in that statement, the appellant does not give information required under subsection (4)(b) in relation to each of those grounds within the prescribed time, the Secretary of State may determine the appeal without considering any ground as to which the appellant has failed to give such information within that time.

(6) In this section “*relevant occupier*” means a person who—

- (a) on the date on which the enforcement notice is issued occupies the land to which the notice relates by virtue of a licence; and
- (b) continues so to occupy the land when the appeal is brought

#### **175.— Appeals: supplementary provisions.**

(1) The Secretary of State may by regulations prescribe the procedure which is to be followed on appeals under section 174 and, in particular, but without prejudice to the generality of this subsection, may—

- (a) require the local planning authority to submit, within such time as may be prescribed, a statement indicating the submissions which they propose to put forward on the appeal;
- (b) specify the matters to be included in such a statement;
- (c) require the authority or the appellant to give such notice of such an appeal as may be prescribed;
- (d) require the authority to send to the Secretary of State, within such period from the date of the bringing of the appeal as may be prescribed, a copy of the enforcement notice and a list of the persons served with copies of it.

(2) The notice to be prescribed under subsection (1)(c) shall be such notice as in the opinion of the Secretary of State is likely to bring the appeal to the attention of persons in the locality in which the land to which the enforcement notice relates is situated.

(3) Subject to section 176(4), the Secretary of State shall, if either the appellant or the local planning authority so desire, give each of them an opportunity of appearing before and being heard by a person appointed by the Secretary of State for the purpose.

(3A) Subsection (3) does not apply to an appeal against an enforcement notice issued by a local planning authority in England.

(3B) Subsection (3) does not apply to an appeal against an enforcement notice issued by a local planning authority in Wales.

(4) Where an appeal is brought under section 174 the enforcement notice shall subject to any order under section 289(4A) be of no effect pending the final determination or the withdrawal of the appeal.

(5) Where any person has appealed to the Secretary of State against an enforcement notice, no person shall be entitled, in any other proceedings instituted after the making of the appeal, to claim that the notice was not duly served on the person who appealed.

(6) Schedule 6 applies to appeals under section 174, including appeals under that section as applied by regulations under any other provisions of this Act.

#### **176.— General provisions relating to determination of appeals.**

(1) On an appeal under section 174 the Secretary of State may—

- (a) correct any defect, error or misdescription in the enforcement notice; or
- (b) vary the terms of the enforcement notice, if he is satisfied that the correction or variation will not cause injustice to the appellant or the local planning authority.

(2) Where the Secretary of State determines to allow the appeal, he may quash the notice.

(2A) The Secretary of State shall give any directions necessary to give effect to his determination on the appeal.

(3) The Secretary of State—

- (a) may dismiss an appeal if the appellant fails to comply with section 174(4) within the prescribed time; and
- (b) may allow an appeal and quash the enforcement notice if the local planning authority fail to comply with any requirement of regulations made by virtue of paragraph (a), (b), or (d) of section 175(1) within the prescribed period.

(4) If section 175(3) would otherwise apply and the Secretary of State proposes to dismiss an appeal under paragraph (a) of subsection (3) of this section or to allow an appeal and quash the enforcement notice under paragraph (b) of that subsection, he need not comply with section 175(3).

(5) Where it would otherwise be a ground for determining an appeal under section 174 in favour of the appellant that a person required to be served with a copy of the enforcement notice was not

served, the Secretary of State may disregard that fact if neither the appellant nor that person has been substantially prejudiced by the failure to serve him.

(6) If at any time before or during the determination of an appeal against an enforcement notice issued by a local planning authority in England it appears to the Secretary of State that the appellant is responsible for undue delay in the progress of the appeal, the Secretary of State may—

- (a) give the appellant notice that the appeal will be dismissed unless the appellant takes, within the period specified in the notice, such steps as are so specified for the expedition of the appeal, and
- (b) if the appellant fails to take those steps within that period, dismiss the appeal accordingly.

**177.— Grant or modification of planning permission on appeals against enforcement notices.**

(1) On the determination of an appeal under section 174, the Secretary of State may—

(a) grant planning permission in respect of the matters stated in the enforcement notice as constituting a breach of planning control, whether in relation to the whole or any part of those matters or in relation to the whole or any part of the land to which the notice relates;

(b) discharge any condition or limitation subject to which planning permission was granted;

(c) determine whether, on the date on which the appeal was made, any existing use of the land was lawful, any operations which had been carried out in, on, over or under the land were lawful or any matter constituting a failure to comply with any condition or limitation subject to which planning permission was granted was lawful and, if so, issue a certificate under section 191.

(1A) The provisions of sections 191 to 194 mentioned in subsection (1B) shall apply for the purposes of subsection (1)(c) as they apply for the purposes of section 191, but as if—

(a) any reference to an application for a certificate were a reference to the appeal and any reference to the date of such an application were a reference to the date on which the appeal is made; and

(b) references to the local planning authority were references to the Secretary of State.

(1B) Those provisions are: sections 191(5) to (7), 193(4) (so far as it relates to the form of the certificate), (6) and (7) and 194.

(1C) Subsection (1)(a) applies only if the statement under section 174(4) specifies the ground mentioned in section 174(2)(a).

(2) In considering whether to grant planning permission under subsection (1), the Secretary of State shall have regard to the provisions of the development plan, so far as material to the subject matter of the enforcement notice, and to any other material considerations.

(3) The planning permission that may be granted under subsection (1) is any planning permission that might be granted on an application under Part III.

(4) Where under subsection (1) the Secretary of State discharges a condition or limitation, he may substitute another condition or limitation for it, whether more or less onerous.

(4A) Section 100ZA (which makes provision about restrictions on the power to impose conditions or limitations on a grant of planning permission in relation to land in England) applies in relation to conditions substituted under subsection (4) as it applies in relation to conditions imposed on a grant of planning permission to develop land which is granted on an application made under Part 3.

(5) Where—

(a) an appeal against an enforcement notice is brought under section 174, and

(b) the statement under section 174(4) specifies the ground mentioned in section 174(2)(a), the appellant shall be deemed to have made an application for planning permission in respect of the matters stated in the enforcement notice as constituting a breach of planning control.

(5A) Where—

(a) the statement under subsection (4) of section 174 specifies the ground mentioned in subsection (2)(a) of that section;

- (b) any fee is payable under regulations made by virtue of section 303 in respect of the application deemed to be made by virtue of the appeal; and
- (c) the Secretary of State gives notice in writing to the appellant specifying the period within which the fee must be paid, then, if that fee is not paid within that period, the appeal, so far as brought on that ground, and the application shall lapse at the end of that period.

(6) Any planning permission granted under subsection (1) on an appeal shall be treated as granted on the application deemed to have been made by the appellant.

(7) In relation to a grant of planning permission or a determination under subsection (1) the Secretary of State's decision shall be final.

(8) For the purposes of section 69 the Secretary of State's decision shall be treated as having been given by him in dealing with an application for planning permission made to the local planning authority.

**Town and Country Planning Act 1990 (as amended)**

**Enforcement Notice Appeal**

**Hearing Statement of Gloucester City Council**

**Site: Green Barn, Severnside Farm, Bonnies Lane, Gloucester GL1 2BZ**

**Appeal Reference: APP/U1620/C/25/3371877**

**1. Introduction**

1.1. This Statement of Case is submitted in response to the appeal submitted by Mr Sean Gorman against the Enforcement Notice reference 25/00030/ENF served by Gloucester City Council and dated 18th July 2025 ("the **Appellant**"; "the **Council**"; "the **Notice**") Apdx 1. The alleged breach of planning control is:

*"Unauthorised material change of use of part of the building from agricultural barn to residential dwellings (two self-contained units), including installation of domestic kitchens, bathrooms, internal partitions, internal bedrooms and windows to the rear, whilst generally retaining the exterior agricultural appearance of the building."*

1.2. The site of the breach is identified on plan reference Apdx 1 which accompanies this statement.

1.3.. A copy of the Council's Expediency Statement appears as Apdx 2.

**1.4. A summary of this Hearing Statement is provided at the end of this document.**

**2. Observations on the scope of the Appeal**

2.1. The Council makes three observations on the scope of the Appeal.

(i) *No ground (a) appeal*

2.2. At the outset, the Council notes that the appeal is proceeding under grounds (b), (e) and (f) of the 1990 Act.<sup>1</sup> There is **no** ground (a) appeal, and such appeal cannot be brought as it is barred by the 1990 Act. As such, there is no power for the Inspector to grant planning permission for the matters in the enforcement notice. This is clear from the following provisions of the 1990 Act:

- 2.2.1. Section 177(1)(a) grants an Inspector the power to grant planning permission on appeal against an enforcement notice;
- 2.2.2. **But** that only applies if the grounds of appeal specify a ground (a) appeal (s. 177(1C));
- 2.2.3. In addition, if a ground (a) appeal **were** made, the Appellant would have had to pay a fee. That fee has not been paid, and that is a further reason why there is no ground (a) appeal here (s. 177(5A)).

(ii) *The challenge to the expediency of the Notice*

2.3. It is noted that the Grounds of Appeal seek to challenge the expediency of issuing the Notice. We respond as follows.

2.4. First, there is no power for an Inspector to consider whether it was expedient to issue the notice on an appeal against that notice. The grounds of appeal against an Enforcement Notice are set out in section 174 of the 1990 Act, none of which include consideration of the expediency of the notice. This is confirmed by long-standing case-law (e.g. **Matthews v SSCLG** [2014] EWHC 1299 (Admin), §§46-48).

2.5. Second, in any event, the complaint made is that the Council did not consider its duties under the Equality Act 2010 when issuing the Notice. That is, however, not correct. The Expediency Report expressly referred to and considered those duties in the following terms:

Section 149 of the Equalities Act 2010 requires public authority decision makers to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between those with a protected characteristic and other parts of the community.

2.6. The Council was aware of the Appellant's protected characteristic as a member of the gypsy and traveller community at the time of writing the expediency report. Nonetheless in view of the seriousness of the breaches of planning control, it was considered appropriate to enforce against the unauthorised development.

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<sup>1</sup> See Letter from PINS dated 25 September 2025 ("the **Start Letter**")

2.7. In any event, the Appellant has not specified in the Grounds of Appeal how his membership of that community prevents him from engaging with the appeal process. If it is because he does not have functional literacy, the Council notes that he appears to have some familiarity with the planning system given previous appeals, and the grounds of Appeal suggest that he, through the help of others if necessary, is able to navigate the planning system.. The Appellant is invited to explain whether there are any adjustments which need to be made, or matters to be considered, owing to his protected characteristics in this appeal.

(iii) *Claim the Notice is a nullity*

2.8. An Enforcement Notice will be a nullity if it is “hopelessly ambiguous and uncertain” (*Miller-Mead v MHLG* [1963] 2 Q.B. 196, 226). The nullity must be apparent from the notice on its face (not by reference to extrinsic evidence): *Koumis v SSCLG* [2014] EWCA Civ 1723, [80-[81]].

2.9. The Appellant appears to suggest the Notice is a nullity because he personally cannot understand it as he does not have functional literacy. However, the notice itself is not hopelessly ambiguous and uncertain; nor is there any such defect on its face. Rather, the Appellant contends he is not able to understand it, which is not a matter that goes to the validity of the notice.

2.10. In any event, the Grounds of Appeal show a clear understanding of what is alleged in the Notice and the material used to support it. Thus:

2.10.1. The ground (b) appeal states that “the property is not a hazard”, which is an obvious reference to the prohibition notice to which the Notice refers;

2.10.2. The ground (b) appeal also refers to specific policies of the local development plan.

2.10.3. The choice of procedure explains the Appellant’s position with clarity and notes he has “been at pains to point out [his] personal characteristics” to the Council. It also cites case law on the 2010 Act.

2.11. It is not therefore accepted that the Appellant is not able to understand the notice in any event. He is able to understand it, if necessary through the assistance of others.

2.12. More generally, the Council notes that the Appellant has a familiarity with the planning system given his previous appeal (ref: APP/U1620/C/22/3290133) against another enforcement notice served in respect of caravan pitches

adjacent to the barn to which the Notice relates. The contents of the Grounds of Appeal suggest that he is able, if necessary with the assistance of others, to navigate the appeal process.

2.13. .

### **3. Appeal site, location and history**

- 3.1. The appeal site is a barn located near the northern edge of Gloucester City's jurisdictional boundary, with the A40 to the north, River Severn to the west, the River Twyver to the south and south-east and farmland to the north-east. The barn that is located within is part of the wider Severnside Farm site, also known as New Farm.
- 3.2. The barn is a metal framed and cladded structure and the authorised use of the barn is for agricultural purposes.
- 3.3. The barn is approximately 250m<sup>2</sup> in total footprint and it is thought that approximately 100m<sup>2</sup> of this is occupied by the unauthorised residential development. The other part of the barn is currently being used for vehicle repairs, which is also an unauthorised use, but has not been subject to enforcement action to date.
- 3.4. Following complaints from support services and a subsequent investigation in housing conditions, on the 6<sup>th</sup> December 2024 the Council served a Prohibition Notice under the Housing Act 2004 prohibiting the use of the first floor flat at this location due to the presence of Category 1 Hazards under the Housing Health and Safety Rating System which, in the Council's best judgement, could not be remediated sufficiently. A copy of the Prohibition Notice is appended at Apdx 3. It is to be noted that, as explained below, such a notice can only be served on a residential premises.
- 3.5. The Council first became aware of the flats contained within the barn in July of 2024 when support workers raised concerns over the living conditions on behalf one of the tenants. During that investigation it became apparent that there was no available building certification for the construction of the flats and no records of planning permission being sought.
- 3.6. Severnside Farm was a working farm until it was purchased by Mr Gorman on 16<sup>th</sup> May 2012. On 20<sup>th</sup> December 2012 a new farm house was granted permission to be constructed following an arson attack in the original farm

house (ref: 12/01017/FUL). This planning permission included the construction of the adjacent barn to which the appealed Enforcement Notice relates. The barn is thought to have been constructed around 2014 but was considered to exceed the permitted floor area (see paragraph 4.1 below).

- 3.7. It is thought that the original farm was approximately 57 acres with Mr Gorman retaining approximately 22 Acres and remaining parts of the farm being parcelled up and sold. The site is located adjacent to the confluence of the River Severn and River Twyver, with the A40 road to the north.
- 3.8. To the Council's knowledge there has not been any activity on the site that would be considered to be agricultural in nature for some time. Consequently, the barn is not considered to form part of an established agricultural unit.
- 3.9. The site is entirely within either Flood Zones 2 or 3, with much of the site being in Flood Zone 3b (functional flood plain).
- 3.10. It is not known whether the flats are currently occupied but the Council is aware that they have both been occupied previously and the intention of the owner is that they should be occupied as rental properties.
- 3.11. The flats have never been registered for Council Tax

#### **4. Planning history**

- 4.1. Following the permission granted under ref: 12/01017/FUL, the resulting construction exceeded the permitted sized and the actual size was regularised in 2017 following an application for planning permission (ref: 16/01578/FUL). The planning permission was granted with the following condition:

##### **“Condition 2**

The building hereby permitted shall be used for the storage of agricultural and associated machinery and equipment and stabling of livestock and for no other use permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) unless otherwise agreed in advance and in writing by the local planning authority.

##### **Reason**

In order to ensure that the works do not result in an increase in flood risk in accordance with policy FRP.1a of the Second Deposit City of Gloucester Local Plan (2002)."

4.2. In 2019, an application for change of use from an agricultural building to a garage for vehicle repairs was submitted (ref: 19/00794/FUL), however the applicant failed to provide sufficient plans, and the application was returned.

4.3. In 2021 a second application was received for change of use from an agricultural building to a garage for vehicle repairs (ref: 21/00861/FUL). On the 4th August 2021 the Council issued a letter explaining the application was invalid and asking for further documents to be submitted in order for that application to be progressed.

## 5. Breach of Planning Control

5.1. The flats to which the enforcement action relate have been constructed within the barn, with associated fenestration cut into the exterior of the barn (Shown in Appendix Apdx 4 and Apdx 5). A wall made of breeze block has been constructed which separates the side of the barn being used for residential purposes from the rest of the barn (show in Appendix Apdx 6). The pictures in this section were taken on 26<sup>th</sup> November 2024 as part of Housing investigation.

5.2. The section of the barn which has been converted to residential use has had a first-floor installed and is occupied by two single-storey self-contained flats with a single entrance and communal hallway/stairwell. The Council has only gained access to the first floor flat as part of a housing investigation. The first-floor flat contains two bedrooms, a combined living/kitchen area and one shower, it is understood that the ground-floor flat is the same.

5.3. Appendices Apdx 7, Apdx 8, Apdx 9 and Apdx 10 show the first floor flat and were taken on 26<sup>th</sup> November 2024.

5.4. The Council draws the following to the attention of the Inspector, although they are not directly relevant to the present appeal.

5.5. Part of the barn containing the unauthorised residential development is abutted by a static caravan which forms part of a further unauthorised residential development on the site (although not contained within the red line boundary for the appealed Planning Enforcement Notice). The position of this static caravan represents a fire safety risk to any occupants of the unauthorised flats and was required to be removed by planning appeal determination ref: APP/U1620/C/20/3255865.

5.6. It is understood that the parking area intended for use by the flats is on a parcel of land immediately to the south of Bonnie's Lane, adjacent to the house known as New Farm. It is understood that this land is subject to unauthorised land raising, and has also had multiple unauthorised static caravans pitched upon it, although neither of these potential breaches make up any part of the appealed Planning Enforcement Notice.

5.7. The decision to proceed with Enforcement Action against this development was due to the principle decision that it would not be granted planning permission and the reasons for this were outlined in the expediency statement.

## **6. Applicants Grounds of Appeal –**

6.1. The appeal is brought only on grounds (b), (e) and (f). The only material in support of the grounds is that contained in the appeal form. It is noted that “9.3.4.2. The appeal form should disclose the appellant’s case through all the grounds they are appealing on and supporting facts and any available supporting evidence” (PINs Enforcement Guide, paragraph 9.3.4.2)”

6.2. The Grounds of Appeal are therefore taken as having disclosed the entirety of the Appellant’s case. The Council will resist further attempts to expand that case.

### **Appeal on ground (b)**

6.3. Ground (b) under section 174(2)(b) of the 1990 Act reads as follows:

(b) that those matters have not occurred

6.4. The Appellant provides the following explanation for his ground of appeal:

I completely disagree that the residential use poses a material risk of flooding to the occupants and am happy to go through building control as necessary. The property is not a hazard and does not contain Category 1 or 2 Hazards under the Health and Safety Rating System under the Housing Act 2004. I consider that the property does comply with the rules stated in the Enforcement Notice, namely Section 14 and Policy E4, and Section 12, Policy SD4, Policy A1, Policy F1 and Policy F3.

I believe that the works also comply with Section 2, Section 8, Policy SD14 and Policy A1, and also with Policy SD14 of the Joint Core Strategy and Policy A1 and in respect of all the alleged breaches identified in the Enforcement Notice.

6.5. It appears that the Appellant has misunderstood the scope of an appeal on ground (b). He has made no appeal on ground (a), seeking planning permission for the change of use. And it is too late for him to do so for the reasons given above.

6.6. To succeed on his ground (b), the Appellant would need to show (the burden being on him) that there has been no material change of use “*of part of the building from agricultural barn to residential dwellings (two self-contained units)*” as is alleged in the Notice.

6.7. The Council refers to the applications made in 2019 (ref: 19/00794/FUL) and 2021 (21/00861/FUL), both of which sought to change the use of the relevant part of the site from agricultural to another use. There is no real dispute, therefore, that the current lawful use of the site is agricultural.

6.8. The Council refers to the appended pictures showing the exterior parts of the development as well as the interior of the first floor flat and hallway leading up to it (taken at the time of Inspection on 26<sup>th</sup> November 2024). The pictures was are consistent with residential use, and do not suggest an agricultural use.

6.9. In addition and in any event, the service of the prohibition notice confirms the residential use. Such a notice can only be served in respect of a residential premises, as is made clear in section 20 and 21 of the Housing Act 2004 (emphases added):

Prohibition orders

**20 Prohibition orders relating to category 1 hazards: duty of authority to make order**

(1) If—

(a) the local housing authority are satisfied that a category 1 hazard exists on any **residential premises**, and

(b) no management order is in force in relation to the premises under Chapter 1 or 2 of Part 4,

making a prohibition order under this section in respect of the hazard is a course of action available to the authority in relation to the hazard for the purposes of section 5 (category 1 hazards: general duty to take enforcement action).

[...]

**21 Prohibition orders relating to category 2 hazards: power of authority to make order**

(1) If—

(a)the local housing authority are satisfied that a category 2 hazard exists on any **residential premises**, and  
(b)no management order is in force in relation to the premises under Chapter 1 or 2 of Part 4,  
the authority may make a prohibition order under this section in respect of the hazard

6.10. Further, accounts from the tenant and their support workers during the investigation into housing condition issues support the conclusion that the flat was being occupied in a residential capacity at the time of investigation.

#### **Ground E appeal**

6.11. The 1990 Act provides the following in relation to ground e appeals:

##### **174 Appeal against enforcement notice**

[...]

(2) An appeal may be brought on any of the following grounds

[...]

(e) that copies of the enforcement notice were not served as required by section 172

##### **176 General provisions relating to determination of appeals**

[...]

(5)Where it would otherwise be a ground for determining an appeal under section 174 in favour of the appellant that a person required to be served with a copy of the enforcement notice was not served, the Secretary of State may disregard that fact if neither the appellant nor that person has been substantially prejudiced by the failure to serve him

6.12. The basis of the ground (e) appeal from the Grounds of Appeal is as follows:

The notice is a nullity, is invalid or otherwise has been improperly served because it has been prepared and sent to me without regard to my Equality Act characteristics (generally and by reason of ground (e) of section 174 of the Town and Country Planning Act 1990 ('the Act')). The notice does not enable me to know what the matters complained of are contrary to section 173(2) of the Act because they are not served so as to enable a person who cannot properly read and write to understand them (generally and by reason of ground (e) of section 174 of the the Act).

6.13. This does not fall within the scope of a ground (e) appeal (and the Council does not accept what is alleged in this paragraph in any event).

6.14. First, a ground (e) appeal turns on whether the notice was “served as required by section 172”. The substance of the Appellant’s complaint, however, is that it was not expedient to issue the notice, and/or there has been a breach of the Equality Act 2010. This is not accepted, for the reasons given above. But it would not in any event found a ground (e) appeal.

6.15. Second, for the avoidance of doubt, the Notice was served as required by section 172 of the 1990 Act on the Appellant as the legal owner of the property at his known place of residence. The Appellant was not present at the time of service and the notice was signed for by Janette Harvey, who is an employee of the business which operated at the Court Farm site, this was witnessed by Sergeant Doyle of Gloucestershire Constabulary. The signatures in the serving officers notebook are exhibited in Apdx 11.

6.16. Third, in any event, should it be necessary the Council would contend that neither the appellant nor any other person has been substantially prejudiced by any failure given that, in point of fact, an appeal has been made.

6.17. The ground also suggests the Notice is a nullity. This is not accepted for the reasons given above.

### **Ground (f)**

6.18. The 1990 Act provides the following under ground (f):

(f)that the steps required by the notice to be taken, or the activities required by the notice to cease, exceed what is necessary to remedy any breach of planning control which may be constituted by those matters or, as the case may be, to remedy any injury to amenity which has been caused by any such breach

6.19. The Enforcement Notice requires the following:

1. *Cease the unauthorised residential use of the Building.*
2. *Remove from the interior of the two (2) residential dwellings within the Building all fittings and fixtures which support residential use of the Building including:*
  - a. *All domestic wiring, plumbing and heating fixtures and fittings, cables and pipe work which support residential occupation of the Building.*
  - b. *Any other residential and domestic paraphernalia associated with the residential use of the Building.*

3. *Remove from the Land and Building all materials, rubbish, debris, plant and machinery resulting from compliance with steps 1 and 2 above.*

6.20. The Appellant's comments on this ground are as follows:

in the alternative to the other grounds set out above the steps required to be taken by the notice exceed what is necessary to remedy any breach of planning control because only requirement 1 of paragraph 5 of the notice is necessary to provide the remedy sought by the council

6.21. The Appellant, therefore, seeks to *only* cease the unlawful residential use, but *not* remove all the matters which facilitate that use. That is not acceptable. If the residential use is ceased, the agricultural use must resume. It is simply not possible to resume the agricultural use whilst there is still domestic wiring, plumbing, heating and other domestic paraphernalia in the building. The removal of the matters which facilitate the residential use are (in the words of s. 174(2)(f)) "necessary to remedy" the "breach of planning control". That is fatal to this ground of appeal.

## 7. Conclusion and summary

7.1. For the reasons given above and in the attached appendices, the Inspector is respectfully requested to dismiss this appeal and uphold the enforcement notice in its entirety.

7.2. The Council summarises its case as follows:

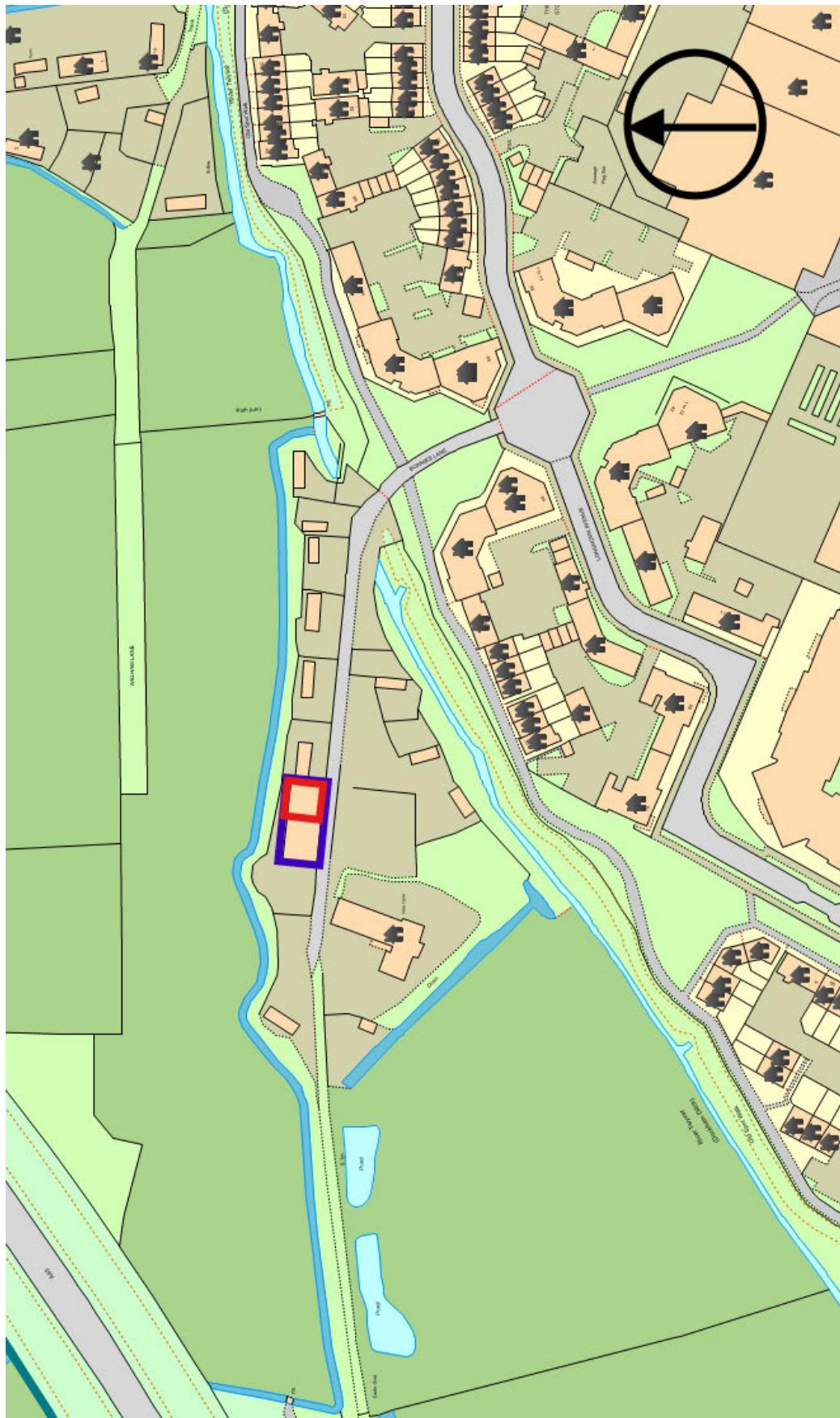
7.2.1. The **ground b** appeal is not accepted. The breach in the Notice did occur. There has been a change from lawful agricultural use to residential use. This is supported by (1) the 2019 and 2021 applications (both of which refer to a change from agricultural use) and (2) the prohibition notices (which, by definition, can only target residential premises). The substance of this ground of appeal is that the development is not contrary to the planning policies cited in the Notice. But that is a ground (a) appeal, which has not (and cannot now) be brought.

7.2.2. The **ground (e)** appeal is not accepted. The Notice was validly served, as required by section 172, on the Appellant. The substance of this ground is that the Appellant is not personally able to understand the notice. That does not, however, amount to a valid ground (e) appeal, which concerns service and not the ability of the recipient to understand the Notice;

7.2.3. The ground f appeal is not accepted. If the residential use must cease, the matters which facilitate that residential use (residential paraphernalia)

must also be removed. Leaving those elements there would not allow the site to revert to its agricultural use as it required by the Notice.

## Apdx 1 – Location of breach



**TOWN AND COUNTRY PLANNING ACT 1990 (“the Act”)  
(AS AMENDED BY THE PLANNING AND COMPENSATION ACT 1991)**

**Enforcement Notice**

**MATERIAL CHANGE OF USE**

**Expediency Statement – Enforcement Notice**

<b>CASE NO.</b>	25/00030/ENF
<b>UNAUTHORISED DEVELOPMENT</b>	Unauthorised material change of use of part of the building from agricultural barn to residential dwellings (two self-contained units)
<b>LOCATION</b>	Green Barn, Severnside Farm, Bonnie's Lane, Gloucester, GL1 2BZ
<b>RECOMMENDATION</b>	Issue Enforcement Notice
<b>DATE OF RECOMMENDATION</b>	17 <sup>th</sup> July 2025

**1. Site Details**

Site Address:  
Green Barn, Severnside Farm, Bonnie's Lane, Gloucester, GL1 2BZ

Description of Site and Surroundings:

The Green Barn is a steel framed and corrugated steel-clad barn that has been converted to have flats in one half and a car garage in the other half, the barn's only permitted use is for agricultural purposes, it is located within open countryside within the Nature Recovery Area, adjacent to the River Severn and River Towyver. The site is accessed via Bonnie's Lane, and the Barn is situated in open countryside beyond the build-up area of Gloucester and is thus in an area of open countryside which is not intended for new residential development. Surroundings include a number of small commercial business premises operating from farm buildings, a number of unauthorized mobile homes and a main house.

**2. Breach of Planning Control**

Nature of Breach:

Unauthorised material change of use of part of the building from agricultural barn to residential dwellings (two self-contained units), including installation of domestic kitchens, bathrooms, internal partitions, internal bedrooms and windows to the rear, whilst generally retaining the exterior agricultural appearance of the building.

Date of Breach:

Following a complaint received in February 2025, a site inspection on 20 February 2025 confirmed the barn was being used as residential accommodation, this led to a Prohibition Order under the Housing Act 2004 being served in respect of the first floor flat. An application to change the use of the barn from agricultural use to vehicle repairs was submitted on 19.07.2021 (21/00861/FUL) and the application stated that the building was solely being used for vehicle repairs at that time.

**3. Relevant Planning Policy**

National Planning Policy Framework Sections:

- 2. Achieving sustainable development
- 8. Promoting health and safe communities
- 12. Achieving well-designed places
- 14. Meeting the challenge of climate change flooding and coastal change.
- 15. Conserving and enhancing the natural environment.

Joint Core Strategy (Adopted December 2017) policies:

- SD3 – Sustainable design and construction
- SD4 – Design requirements
- SD9 – Biodiversity and Geodiversity
- SD10 – Residential Development
- SD14 – Health and environmental quality
- INF2 – Flood Risk Management

Gloucester City Plan (Adopted January 2023) Policies:

- A1 – Effective and efficient use of housing land and buildings
- E2 – Natural Recovery Area
- E4 – Flooding, sustainable drainage and wastewater
- F1 – Materials and finishes

Gloucestershire County SFRA & Flood Risk Policy

Development in Flood Zone 2 is subject to sequential test and must demonstrate safe access/egress (SFRA Volume II §4.3.2).

#### **4. Planning History**

The barn was constructed with planning permission that was granted in 2013 (ref: 13/00444/FUL) to be used for agricultural purposes. The resulting construction exceeded the permitted sized and the actual size was regularized in 2017 following an application for planning permission (ref: 16/01578/FUL).

In 2019, an application for change of use from an agricultural building to a garage for vehicle repairs was submitted (ref: 19/00794/FUL), however the applicant failed to provide sufficient plans, and the application was returned.

In 2021 a second application was received for change of use from an agricultural building to a garage for vehicle repairs (ref: 21/00861/FUL). On the 4<sup>th</sup> August 2021 the Council issued a letter explaining the application was invalid and asking for further documents to be submitted in order for that application to be progressed.

#### **5. Assessment of Harm**

Flood Risk:

According to the Environment Agency's Flood Map for Planning, the property is within Fluvial Flood Zone 2. This means it has a medium probability of flooding in accordance with Table 1 of the Flood Risk and Coastal Change section of the Planning Practice Guidance (PPG).

The NPPF (paragraph 181) requires that a planning application should be accompanied by an FRA (Flood Risk Assessment). No FRA has been submitted or evaluated.

Further, Environment Agency (EA) 'Process Note 2' (standing advice for 'Development in Flood Zone 2 – where the flood zone is generated by a Main River') states: '*Where a FRA is not submitted with the application, or the FRA is not accepted by the LPA, the Environment Agency (EA) objects to the application and requests that the LPA either defers the application or refuses planning permission.*'

Paragraph 174 of the NPPF requires decision-makers to steer new development to areas at the lowest probability of flooding by applying a Sequential Test. It states that '*Development should not be allocated or permitted if there are reasonably available sites appropriate for the proposed development in areas with a lower risk of flooding*'.

The area of search for the Sequential Test would normally be the whole of the district of Gloucester. The Sequential Test has not been undertaken for this development and there is no evidence to suggest that it would be passed.

Residential accommodation is a 'more vulnerable' use according to Annex 3 of the NPPF. Whilst, according to Table 2 of the Flood Risk and Coastal Change section of the PPG, the Exception Test does not explicitly need to be passed, the principles of safe development apply.

EA standing advice states that, '*For 'more vulnerable' development e.g. housing, it is advised that Finished Floor Levels should be set no lower than 600mm above the 1% river flood level plus climate change with flood proofing techniques considered (where appropriate)*'.' Whilst an FRA is not available, the available evidence suggests that the finished floor level here is not compliant with this.

Further, Policy E4 of the City Plan states that there should be no sleeping accommodation below the design flood level. It is not clear that this development satisfies this policy requirement.

EA standing advice states that, '*for 'more vulnerable' development, where overnight accommodation is proposed, the FRA should demonstrate that the development has safe, pedestrian access above the 1% river flood level plus climate change*'. Whilst an FRA is not available, the available evidence (EA fluvial model data) suggests that safe access / egress may not be available.

Also, where a development in a flood risk area does receive planning consent, the consent will ensure that an appropriate emergency flood plan is in place to mitigate any residual risk. This development does not benefit from any approved flood plan.

Therefore, the development does not comply with Section 14. Meeting the challenge of climate change flooding and coastal change of the NPPF, Policy INF2 – Flood Risk Management of the Joint Core Strategy and Policy E4 – Flooding, sustainable drainage and wastewater of the Gloucester City Plan.

#### Design Aspects:

The building was originally constructed as an agricultural building and is not considered suitable for conversion to a residential building as the necessary fenestration acts to the detriment of the appearance of the original building. Domestic modifications are incongruous with the area, it diminishes rural character and would set a harmful precedent.

The flats are not considered to provide any improvements to the built and natural environment of the area and do not accord to having been well-designed to provide healthy living conditions considering the location and other activities associated with the building they are in and surrounding land.

The flats are in a rural area but have no outdoor amenity space available to them.

The flats are accessed by an unlit lane and approximately 32m from the only other legal residential building in the immediate surrounding area.

The location of the development is considered to be outside of the existing urban settlement of Gloucester.

Therefore, the conversion does not comply with Section 12. Achieving well-designed places of the NPPF, Policy SD4 – Design requirements of the Joint Core Strategy, Policy A1 – Effective and efficient use of housing, land and buildings, Policy F1 – Materials and finishes, and Policy F3 – Community Safety of the Gloucester City Plan

## Environmental, health and safety impacts:

As the barn is used as a garage for vehicle repairs, no assessment has been undertaken to demonstrate the level of noise and air pollution being emitted, at what times of day and for what duration.

It is also within close proximity to the A40, which is a main commuter route and presents similar environmental impacts. Having no controls to protect future users of this development against these environmental impacts puts them at risk.

There is the risk that unless converted within strict guidelines an agricultural building will not provide sufficient protection to users from the external elements such as cold and noise, we cannot be confident that this development is safe in this respect.

Therefore, the conversion doesn't comply with Sections 2. Achieving sustainable development and 8. Promoting health and safe communities of the NPPF, Policy SD14 – Health and environmental quality of the Joint Core Strategy and Policy A1 – Effective and efficient use of housing, land and buildings of the Gloucester City Plan.

**Policy Non-Compliance:** The site is outside the settlement boundary and does not comply with SD4. The unauthorised use contravenes SD8, as sequential flood testing has not been undertaken.

## 6. Consideration of Expediency

Enforcement action is considered expedient for these reasons:

- The unauthorised residential use poses a material flood risk to occupants.
- It bypasses sequential flood risk testing and site-specific FRA.
- It fails to provide safe and sustainable accommodation to future users.
- The change undermines spatial strategy by situating dwellings outside the existing settlement boundary.
- Domestic modifications diminish rural character and set harmful precedent.

## 7. Compliance Period

It is acknowledged that compliance with the enforcement notice would create a hardship for the occupiers of the unauthorised flats. They would be required to leave their home and find alternative accommodation. Therefore, any compliance period should afford adequate time for alternative accommodation to be secured.

The enforcement notice also requires works to be carried out to remove the unauthorised development and items from the site associated with the residential use.

Overall, it is considered that a compliance period of 6 months would provide sufficient time for the occupiers to find alternative accommodation and comply with the steps required by the enforcement notice.

## 8. Human Rights and Equalities

Article 8 of the Human Rights Act 1998 states that everyone has a right to respect for private and family life, their home and correspondence. However, this is a qualified right whereby interference may be justified in the public interest, nonetheless, the concept of proportionality is also relevant.

One of the key aims of the planning system is to balance private interests in the development of land against the wider public interest. It is considered in this case, that taking into account the planning history of the site, the Council's reasons for issuing the notice and the fact that planning conditions cannot be imposed to make the unauthorised development acceptable, the requirements of the

enforcement notice are reasonable and do not result in a disproportionate burden to remedy the breaches of planning control, therefore such interference is necessary in the wider public interest and in the interests of proper planning.

Interference with occupants' rights under Article 8 and Article 1 of Protocol 1 is acknowledged. However, such interference is necessary, proportionate, and justified in protecting public safety and uphold planning policy. To allow the unauthorised development to remain would undermine public confidence in the planning system, as well as undermine the purposes of the Council's Planning Policy and the National Planning Policy Framework.

Section 149 of the Equalities Act 2010 requires public authority decision makers to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between those with a protected characteristic and other parts of the community.

In considering the expediency of enforcement action in this case the Council have had due regard to these matters and have concluded that there are no foreseeable equalities impacts requiring special consideration.

## **9. Conclusion and Recommendation**

The unauthorised residential use and conversion works at Green Barn conflicts with Gloucester's adopted policies and national planning guidance. Restoration of the lawful agricultural use is necessary to protect both policy integrity and occupant safety.

Recommended Enforcement Notice Requirements:

1. Cease the unauthorised residential use of the Building
2. Remove all domestic fittings.
3. Remove all debris from the land following compliance with the above.
4. Compliance Period: 6 months from the effective date.

**Notice**

Housing Act 2004 Section 20 and 21

## Prohibition Order

**Relating to**

**Relating to: First Floor Flat, Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ**

**Hazards**

The Gloucester City Council ('the authority') give notice that they are satisfied that category 1 hazards and a category 2 hazard exist on the above mentioned residential premises and that no Management Order is in force in relation to the premises under Chapter 1 or 2 of Part 4 of the Housing Act 2004.

**Prohibition Order**

The authority therefore make this Prohibition Order under Sections 20 and 21, the operative date being 17<sup>th</sup> January 2025 and specify the remedial action which the authority consider would, if taken in relation to a hazard, result in their revoking the Order under Section 25.

**Deficiencies**

Details of the deficiencies giving rise to the Category 1 and Category 2 hazards are contained in Schedule 1 and details of the remedial action that cause the authority to revoke this Order are contained in Schedule 2, attached to this notice.

**Most appropriate course of action**

The authority considers the service of this Prohibition Order as the most appropriate course of action under Section 5(2) and 7(2) of the Housing Act 2004 for the reasons stated below:

- The Council is satisfied, having reviewed all the evidence that has been made available that multiple hazards are present and therefor have a duty to take action.
- Given the risk of harm to the existing tenants associated to the Hazards identified and the likelihood of the flat remaining occupied, a Hazard Awareness Notice is not deemed an appropriate course of action.
- The lack of requested or recorded evidence around the construction of the property means it is unclear if remedial action to sufficiently reduce the Category 1 and 2 Hazards to an acceptable level can be achieved, meaning that an improvement notice would not be an appropriate course of action.
- Therefore, in this instance it is decided that a Prohibition Order is the only appropriate action for the Council to take until such time that it can be demonstrated that the property is free from Category 1 and high Category 2 Hazards.

**Prohibitions**

The authority impose the following prohibition(s), namely:

First Floor Flat, Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ

May not be used as living and sleeping accommodation after the operative date of 17<sup>th</sup> January 2025 and until the Council is satisfied that the requirements as set out in Schedule 2 of the notice have been met and this Prohibition Order can be revoked.

<b>Offence</b>	A person commits an offence if, knowing that a Prohibition Order has become operative in relation to any specified premises, he/she uses the premises in contravention of the Order, or permits the premises to be so used. A person who commits an offence is liable on summary conviction to a fine and to a further fine not exceeding £20 for every day or part of a day on which he so uses the premises or permits them to be so used after conviction.								
<b>Appeal</b>	The person on whom a Prohibition Order is served may appeal to a Property Chamber of the First-tier Tribunal (PC) against the Order within the period of 28 days beginning with the date on which the Prohibition Order was served.								
<b>Alternative Action</b>	If you consider that alternative remedial action will address the hazard(s) identified in the Order you should contact the appropriate officer of the local housing authority. The local housing authority has the power to vary a Prohibition Order by agreement under Section 25 of the Act.								
<b>Schedule 1</b>	<p><b>Notification of Hazard(s)</b></p> <table border="1"> <thead> <tr> <th>Nature of the hazard</th> <th>Deficiency giving rise to the hazard</th> </tr> </thead> <tbody> <tr> <td>Excess Cold – Cat 1</td><td>The materials used in the construction of this dwelling are not commonly used in residential construction and there are concerns that the insulation provided will not be sufficient to protect the occupants from harm due to excess cold. The Council has requested that designs and materials be provided in order to ensure that the dwelling has been built to current Building Regulations and meets the necessary banding of E or above on an Energy Performance Certificate. As of yet the Council is not satisfied that this request has been met.</td></tr> <tr> <td>Fire – Cat 2</td><td>There are gaps seen above the wall separating the commercial and residential parts of the building on the commercial side. In consultation with the Fire Service concerns that adequate fire separation is not in place have been raised. The Council has requested that designs and materials be provided in order to ensure that the dwelling has been built to current Building Regulations and provides the required 60 minute fire separation between the commercial premises adjacent to and within the same building as the flat. As of yet the Council is not satisfied that this request has been met.</td></tr> <tr> <td>Electrical - Cat 2</td><td>The location of the electric meter for this property is unclear and if the dwelling has its own electrical supply. The Council has requested that documentation showing the electrical installation was done to the relevant standards for a new dwelling be provided, due to concerns that the electric supply to the flat is not appropriately separated from that of the commercial premises. As of yet the Council is not satisfied that this request has been met.</td></tr> </tbody> </table>	Nature of the hazard	Deficiency giving rise to the hazard	Excess Cold – Cat 1	The materials used in the construction of this dwelling are not commonly used in residential construction and there are concerns that the insulation provided will not be sufficient to protect the occupants from harm due to excess cold. The Council has requested that designs and materials be provided in order to ensure that the dwelling has been built to current Building Regulations and meets the necessary banding of E or above on an Energy Performance Certificate. As of yet the Council is not satisfied that this request has been met.	Fire – Cat 2	There are gaps seen above the wall separating the commercial and residential parts of the building on the commercial side. In consultation with the Fire Service concerns that adequate fire separation is not in place have been raised. The Council has requested that designs and materials be provided in order to ensure that the dwelling has been built to current Building Regulations and provides the required 60 minute fire separation between the commercial premises adjacent to and within the same building as the flat. As of yet the Council is not satisfied that this request has been met.	Electrical - Cat 2	The location of the electric meter for this property is unclear and if the dwelling has its own electrical supply. The Council has requested that documentation showing the electrical installation was done to the relevant standards for a new dwelling be provided, due to concerns that the electric supply to the flat is not appropriately separated from that of the commercial premises. As of yet the Council is not satisfied that this request has been met.
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<b>Schedule 2</b>	<b>Specification of Works</b>
	<ol style="list-style-type: none"> <li>1. Provide documentation showing material specifications, design plans and building control certificates, to demonstrate to the satisfaction of the Council, Building Control and Fire Service that the flat has been constructed in accordance with building regulations and provides a complete 60-minute fire separation from the adjacent commercial premises. Such documentation may include a detailed report</li> </ol>

following destructive sampling to the separating wall. The construction will need retrospective Building Control Certification to satisfy this requirement.

2. Provide any documentation showing material specifications, design plans and building control certificates, give U and/or R Values for the thermal performance, to demonstrate that the flat has been constructed to the appropriate standards. The construction will need retrospective Building Control Certification to satisfy this requirement.
3. Provide an Energy Performance Certificate for the flat giving a rating of an E or above.
4. Provide any installation documentation to show that the electrical installation was completed to the appropriate regulations by a competent person (registered with one of the registered competency schemes) and provide the location for the electric meter for this dwelling. This can include an 100% inspection EICR, or alternatively installation and commissioning certification.
5. Any other necessary and unforeseen works that would be required to remedy the Category 1 and 2 Hazards to an acceptable level will be considered upon consultation and agreement with the Case Officer, Building Control Officer and Fire Officer.

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Officer

Signature:



Name:

James Caldwell

Title:

Private Sector Housing Officer

Date:

06th December 2024

Contact address:

Gloucester City Council, Eastgate Management Suite, Eastgate Street, Gloucester, GL1 1PA

Email:

james.caldwell@gloucester.gov.uk

Telephone:

01452 396967

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Notes

These notes are intended as general information to the recipient(s) of this as a broad summary of their rights of appeal against the notice. They are not intended to be definitive and persons considering an appeal are advised to seek independent legal advice and/or refer to the full version of Schedule 2 to the Housing Act 2004. Further advice can be obtained from <http://www.justice.gov.uk/tribunals/residential-property>

**Meaning of 'category 1 hazard' and 'category 2 hazard'**

'Category 1 hazard' means a hazard of a prescribed description which falls within a prescribed band as a result of achieving, under a prescribed method for calculating the

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seriousness of hazards of that description, a numerical score of or above a prescribed amount.

‘Category 2 hazard’ means a hazard of a prescribed description which falls within a prescribed band as a result of achieving, under a prescribed method for calculating the seriousness of hazards of that description, a numerical score below the minimum amount prescribed for a category 1 hazard of that description.

‘Hazard’ means any risk of harm to the health or safety of an actual or potential occupier of a dwelling or HMO which arises from a deficiency in the dwelling or HMO or in any building or land in the vicinity (whether the deficiency arises as a result of the construction of any building, an absence of maintenance or repair, or otherwise).

‘Prescribed’ means prescribed by regulations made by the appropriate national authority (see section 261(1)).

‘Prescribed band’ means a band so prescribed for a category 1 hazard or a category 2 hazard, as the case may be.

**Right of appeal (under Part 3 of Schedule 2, Housing Act 2004)**

If you do not agree with this Order you may appeal against it to the Property Chamber of the First-tier Tribunal (PC).

The office of the First-tier Tribunal (Property Chamber) for the region in which Gloucester City Council is located and to which appeals should be made is

First-tier Tribunal (Property Chamber) Residential Property  
Havant Justice Centre  
The Court House  
Elmleigh Road  
Havant  
Hampshire  
PO9 2AL  
Email [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk)  
Telephone 01243 779 394  
Fax 0870 7395 900

and more information can be provided by that office.

More information can be found at <http://www.justice.gov.uk/tribunals/residential-property> where it is also possible to download the appropriate forms.

**Housing Act 2004 Part 3 Schedule 2 Paragraphs 7 to 16**

7. (1) A relevant person may appeal to the Property Chamber of the First-tier Tribunal (PC) against a Prohibition Order.

(2) Paragraph 8 sets out a specific ground on which an appeal may be made under this paragraph, but it does not affect the generality of Paragraph 7 Sub-paragraph (1).

8. (1) An appeal may be made by a person under Paragraph 7 on the ground that one of the courses of action mentioned in Paragraph 8 (2) is the best course of action in relation to the hazard in respect of which the Order was made.

(2) The courses of action are:

- Serving an Improvement Notice under Section 11 or 12 of this act
- Serving a hazard awareness notice under Section 28 or 29 of this act
- Making a Demolition Order under Section 265 of the Housing Act 1985 (c. 68).

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**Appeal against decision relating to revocation or variation of Prohibition Order**

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9. A relevant person may appeal to the Property Chamber of the First-tier Tribunal (PC) against:

- A decision by the local housing authority to vary a Prohibition Order, or
- A decision by the authority to refuse to revoke or vary a Prohibition Order.

**Time limit for appeal**

10. Any appeal under Paragraph 7 above must be made within the period of 28 days beginning with the date specified in the Prohibition Order as the date on which the Order was made.

Any appeal under Paragraph 9 must be made within the period of 28 days beginning with the date specified in the notice under paragraph 3 or 5 as the date on which the decision concerned was made.

The Property Chamber of the First-tier Tribunal (PC) may allow an appeal to be made to it after the end of the period mentioned in sub-paragraph (1) or (2) if it is satisfied that there is a good reason for the failure to appeal before the end of that period (and for any delay since then in applying for permission to appeal out of time).

**Powers of the Property Chamber of the First-tier Tribunal (PC) on appeal under Paragraph 7**

11. (1) This paragraph applies to an appeal to the Property Chamber of the First-tier Tribunal (PC) under Paragraph 7

(2) The appeal:

- Is to be by way of a re-hearing, but
- May be determined having regard to matters of which the authority were unaware.

(3) The tribunal may by order confirm, quash or vary the Prohibition Order.

(4) Paragraph 12 makes special provision in connection with the ground of appeal set out in Paragraph 8.

12. (1) This paragraph applies where the grounds of appeal consist of or include that set out in Paragraph 8.

(2) When deciding whether one of the courses of action mentioned in Paragraph 8(2) is the best course of action in relation to a particular hazard, the tribunal must have regard to any guidance given to the local housing authority under Section 9.

(3) Sub-paragraph (4) applies where:

- An appeal under paragraph 7 is allowed against a Prohibition Order made in respect of a particular hazard, and
- The reason, or one of the reasons, for allowing the appeal is that one of the courses of action mentioned in Paragraph 8(2) is the best course of action in relation to that hazard.

(4) The tribunal must, if requested to do so by the appellant or the local housing authority, include in its decision a finding to that effect and identifying the course of action concerned.

**Powers of the Property Chamber of the First-tier Tribunal (PC) on appeal under Paragraph 9**

13. (1) This paragraph applies to an appeal to a tribunal under Paragraph 9.

(2) Paragraph 11(2) applies to such an appeal as it applies to an appeal under Paragraph 7.

(3) The tribunal may by order confirm, reverse or vary the decision of the local housing authority.

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(4) If the appeal is against a decision of the authority to refuse to revoke a Prohibition Order, the tribunal may make an order revoking the Prohibition Order as from a date specified in its order.

**'The operative time' for the purposes of Section 24(5)**

14. (1) This paragraph defines 'the operative time' for the purposes of Section 24(5) (operation of Prohibition Orders).

(2) If an appeal is made under Paragraph 7 against a Prohibition Order which is not suspended, and a decision on the appeal is given which confirms the Order, 'the operative time' is as follows:

- If the period within which an appeal to the Lands Tribunal may be brought expires without such an appeal having been brought, 'the operative time' is the end of that period
- If an appeal to the Lands Tribunal is brought, 'the operative time' is the time when a decision is given on the appeal which confirms the Order.

(3) If an appeal is made under Paragraph 7 against a Prohibition Order which is suspended, and a decision is given on the appeal which confirms the Order, 'the operative time' is as follows:

- The time that would be the operative time under sub-paragraph (2) if the Order were not suspended, or
- If later, the time when the suspension ends.

(4) For the purposes of Sub-paragraph (2) or (3):

- the withdrawal of an appeal has the same effect as a decision which confirms the notice, and
- references to a decision which confirms the Order are to a decision which confirms it with or without variation.

**'The operative time' for the purposes of Section 25(7)**

15. (1) This paragraph defines 'the operative time' for the purposes of Section 25(7) (revocation or variation of Prohibition Orders).

(2) If no appeal is made under Paragraph 9 before the end of the period of 28 days mentioned in Paragraph 10(2), 'the operative time' is the end of that period.

(3) If an appeal is made under Paragraph 10 within that period and a decision is given on the appeal which confirms the variation, 'the operative time' is as follows:

- If the period within which an appeal to the Lands Tribunal may be brought expires without such an appeal having been brought, 'the operative time' is the end of that period
- If an appeal to the Lands Tribunal is brought, 'the operative time' is the time when a decision is given on the appeal which confirms the variation.

(4) For the purposes of Sub-paragraph (3):

- The withdrawal of an appeal has the same effect as a decision which confirms the variation, and
- References to a decision which confirms the variation are to a decision which confirms it with or without variation.

**Meaning of 'relevant person'**

16. (1) In this part of this Schedule 'relevant person', in relation to a Prohibition Order, means a person who is:

- An owner or occupier of the whole or part of the specified premises
- Authorised to permit persons to occupy the whole or part of those premises, or
- A mortgagee of the whole or part of those premises.

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(2) If any specified premises are common parts of a building containing one or more flats, then in relation to those specified premises, 'relevant person' means every person who is an owner or mortgagee of the premises in which the common parts are comprised.

### **Application for approval to use the premises for a particular purpose**

#### **Section 22**

You may apply to the local authority for approval to use part or all of the premises for a particular purpose. The local authority must not unreasonably withhold approval, but if approval is refused they must notify you of that decision and the reasons for it within seven days of making it. If you disagree with the decision you may appeal to the PC, but you must do so within 28 days of the notification of the refusal.

### **Application for revocation or variation of the Order**

#### **Section 25**

If you are satisfied that the remedial action specified in the Order to remove the specified hazard(s) have been complied with in full, or where the Order relates to a number of different hazards that the remedial action relating to some of the hazards have been complied with, you may apply to the local authority for revocation or variation of the Order as appropriate.

### **Offence of failing to comply with Prohibition Order etc.**

#### **Section 32**

(1) A person commits an offence if, knowing that a Prohibition Order has become operative in relation to any specified premises, he or she:

- Uses the premises in contravention of the Order, or
- Permits the premises to be so used.

(2) A person who commits an offence under Sub-section (1) is liable on summary conviction:

- To a fine not exceeding level 5 on the standard scale, and
- To a further fine not exceeding £20 for every day or part of a day on which he so uses the premises, or permits them to be so used, after conviction.

(3) In proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for using the premises, or (as the case may be) permitting them to be used, in contravention of the Order.

### **Recovery of possession of premises in order to comply with the Order**

#### **Section 33**

Nothing in:

- The Rent Act 1977 (c. 42) or the Rent (Agriculture) Act 1976 (c. 80), or
- Part 1 of the Housing Act 1988 (c. 50)

prevents possession being obtained by the owner of any specified premises in relation to which a Prohibition Order is operative if possession of the premises is necessary for the purpose of complying with the Order.

### **Land charge**

#### **Section 37**

When the Order becomes operative it will be a local land charge on the premises to which it relates. This means that it will be recorded in the register of local land charges kept by the council. This register is public and anyone may search for entries in it upon payment of a fee. Purchasers will normally search this register.

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### **Advice**

If you do not understand the contents of this notice or would like to know more about it, please contact the Local Authority. If you would like to receive independent advice about the contents of this notice, your rights and obligations then please contact Citizens Advice, a

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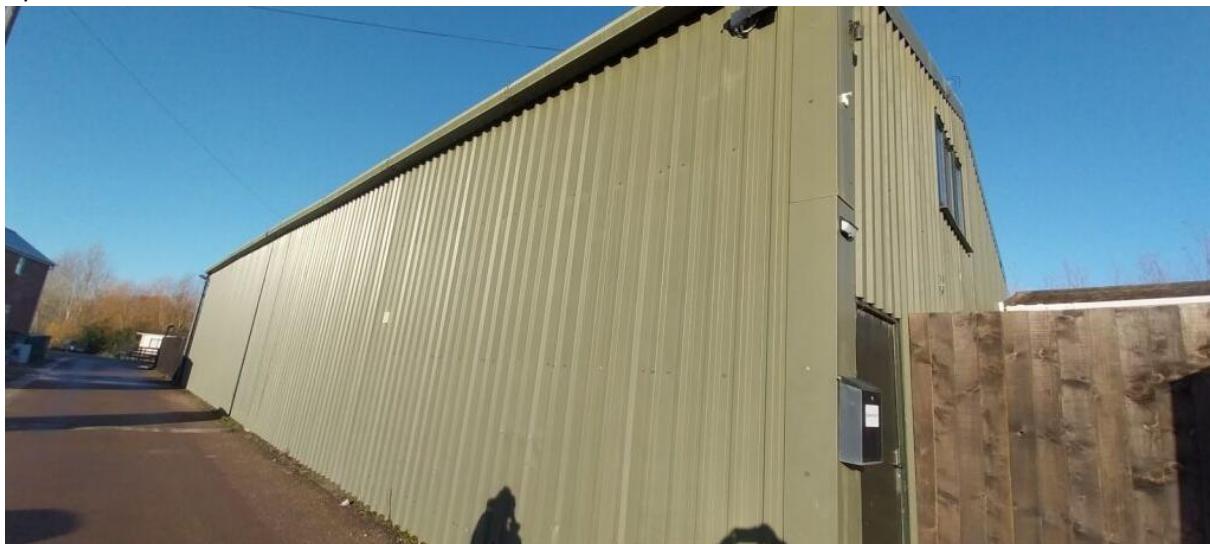
Housing Aid Centre, Law Centre or solicitor. If you want to know more about the works the Local Authority require you to do, you may wish to consult a surveyor.

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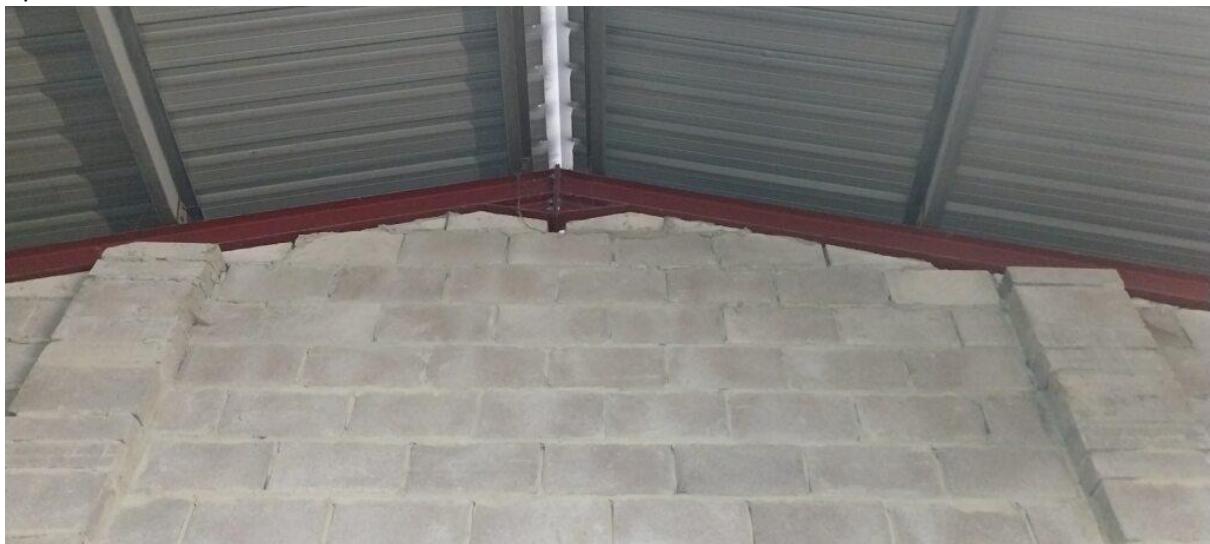
Apdx 4:



Apdx 5:



Apdx 6:



Apdx 7:



Apdx 8:



Apdx 9:



Apdx 10:



Planning enforcement notice for  
Mr Cormack served at Court  
Farm, ~~Re~~ Signed for by [REDACTED]  
[REDACTED] 18/07/25  
Witnessed by [REDACTED]  
2541 signed - [REDACTED] 18/07/25.  
Notices for Planning Enforcement served  
on Ground Floor and First floor flats  
at Green Barn, Severnside Farm Witnessed  
by Sargent [REDACTED]  
Signed [REDACTED]

No. 0081



**Gloucester City Council**

**Proof of evidence of James Caldwell; on behalf of the  
Local Planning Authority**

Town and Country Planning Act 1990

APPEAL BY:

Mr Sean Gorman

Appeal under Section 174 of the Town and Country Planning Act 1990  
against an enforcement notice.

Gloucester City Council Ref: 25/00030/ENF

Planning Inspectorate Ref: APP/U1620/C/25/3371877

Ground and First Floor Flats, Green Barn, Severnside Farm, Bonnies Lane,  
Gloucester, GL1 2BZ

Contents:

1. Introduction
2. Description of the appeal site, surrounding area, ownership and units.
3. Brief Planning and Enforcement History
4. Ground (d) (Ref: 3371877)
5. Summary and Conclusion

**List of Appendices:**

JC1 – Satellite Images of barn dated 28<sup>th</sup> July 2022

JC2 - Satellite Images of barn dated 25th May 2017

JC3 - Satellite Images of barn dated 27th June 2018

JC4 - Satellite Images of barn dated 24th March 2021

JC5 - Satellite Images of barn dated 23rd April 2021

JC6 - Satellite Images of barn dated 28th July 2022

JC7 - Satellite Images of barn dated 3rd June 2023

JC8 - Satellite Images of barn dated 3rd April 2025

JC9 - Satellite Image of barn dated 3rd June 2023

JC10 - Satellite Image of barn dated 3rd April 2025

JC11 - Pictures of separating internal wall taken on 26th November 2024

JC12 – Companies House Information for KKM Motors operating in same barn

JC13 – Planning Application Form 16.07.21

JC14 – Site Location Plan July 2021

JC15 – Flood Risk Assessment July 2021

JC16 – Companies House information for Car Consortiums Ltd

JC17 – Severnside Farm photos taken week commencing 12.11.2018

JC18 – Severnside Farm visit 27.07.2020

JC19 – Land Reg Document 5 Oak Tree Way

JC20 – Migdalska Letter

JC21 – Lease Agreement Seb's Motor Vehicles

JC22 – Email from Joanne Pearce disputing Mr Gormans Rates Liability

JC23 – Court Farm Estates Financial Statement

JC24 – Joanne Pearce Appointment

JC25 – Business Rates Valuation

## 1. Introduction

1.1. This Proof of Evidence is submitted in connection with the appeal submitted by Mr Sean Gorman against the Enforcement Notice reference 25/00030/ENF served by Gloucester City Council and dated 18th July 2025 ("the **Appellant**"; "the **Council**"; "the **Notice**"). The alleged breach of planning control is:

*"Unauthorised material change of use of part of the building from agricultural barn to residential dwellings (two self-contained units), including installation of domestic kitchens, bathrooms, internal partitions, internal bedrooms and windows to the rear, whilst generally retaining the exterior agricultural appearance of the building."*

1.2. This Proof of Evidence addresses only the ground (d) appeal. All other matters are addressed in the "Hearing Statement" of Gloucester City Council..

1.3. I am aware of my duty to the Inquiry as a professional witness. The opinions contained in this proof of evidence are my professional opinions. I have drawn where appropriate relevant information adverse to the Council's case to the Inquiry.

## 2. Description of the appeal site, surrounding area, ownership and units.

2.1. The appeal site is a barn located near the northern edge of Gloucester City's jurisdictional boundary, with the A40 to the north, River Severn to the west, the River Twyver to the south and south-east and farmland to the north-east. The barn that is located within is part of the wider Severnside Farm site, also known as New Farm.

2.2. The barn is a metal framed and cladded structure and the authorised use of the barn is for agricultural purposes.

2.3. The barn is approximately 250m<sup>2</sup> in total footprint and it is thought that approximately 100m<sup>2</sup> of this is occupied by the unauthorised residential development. The other

part of the barn is currently being used for vehicle repairs, which is also an unauthorised use, but has not been subject to enforcement action to date.

2.4. It is thought that the original farm was approximately 57 acres with Mr Gorman retaining approximately 22 Acres and remaining parts of the farm being parcelled up and sold. The site is located adjacent to the confluence of the River Severn and River Twyver, with the A40 road to the north.

2.5. As far as the Council is concerned, the current lawful use of the site is agricultural.

2.6. The site is entirely within either Flood Zones 2 or 3, with much of the site being in Flood Zone 3b (functional flood plain).

2.7. The appellant (Mr Sean Steven Gorman) became owner of the site on 16th May 2012

### **3. Brief Planning and Enforcement History**

3.1. Following the permission granted under ref: 12/01017/FUL, the resulting construction exceeded the permitted sized and the actual size was regularised in 2017 following an application for planning permission (ref: 16/01578/FUL). The planning permission was granted with the following condition:

#### **“Condition 2**

The building hereby permitted shall be used for the storage of agricultural and associated machinery and equipment and stabling of livestock and for no other use permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) unless otherwise agreed in advance and in writing by the local planning authority.

#### **Reason**

In order to ensure that the works do not result in an increase in flood risk in accordance with policy FRP.1a of the Second Deposit City of Gloucester Local Plan (2002)."

3.2. In 2019, an application for change of use from an agricultural building to a garage for vehicle repairs was submitted (ref: 19/00794/FUL), however the applicant failed to provide sufficient plans, and the application was returned. The relevance of this to the present appeal is explored below (“the **2019 Invalid Application**”)

3.3. In 2021 a second application was received for change of use from an agricultural building to a garage for vehicle repairs (ref: 21/00861/FUL). On the 4th August 2021 the Council issued a letter explaining the application was invalid and asking for further documents to be submitted in order for that application to be progressed. The relevance of this to the present appeal is explored below (“the **2021 invalid Application**”)

3.4. The Council first became aware of the flats contained within the barn in July of 2024 when support workers raised concerns over the living conditions on behalf one of the tenants. During that investigation it became apparent that there was no available building certification for the construction of the flats and no records of planning permission being sought.

3.5. Following complaints from support services and a subsequent investigation in housing conditions, on the 6<sup>th</sup> December 2024 the Council served a Prohibition Notice under the Housing Act 2004 prohibiting the use of the first floor flat at this location due to the presence of Category 1 Hazards under the Housing Health and Safety Rating System which, in the Council’s best judgement, could not be remediated sufficiently. A copy of the Prohibition Notice is appended at Apdx 3 of the Hearing Statement. It is to be noted that, as explained below, such a notice can only be served on a residential premises.

3.6. I was the investigating officer for the Council concerning the condition of the first-floor flat at the time and sought evidence of building control certificates to prove that the flats had been constructed with the appropriate insulation and fire safety precautions. I was given the contact details of Mr Trevor Warren, who I understand undertook the construction of the flats, to gain the required documentation and

information. Mr Warren was happy to provide what information he had and said that he would undertake further works to make the flats safe if necessary, but was unable to produce any documentation

#### **4. Relevant legal context**

- 4.1. I am not legally qualified and do not advise the Inquiry on matters of law. However, I set out my understanding of the relevant legal context, as I am presently advised. This provides context for my proof of evidence.
- 4.2. Section 174(2)(d) of the Town and Country Planning Act 1990 provides that a ground of appeal may be brought against an enforcement notice where:  
(d)that, at the date when the notice was issued, no enforcement action could be taken in respect of any breach of planning control which may be constituted by those matters;
- 4.3. The relevant periods for enforcement are set out in section 171B of the 1990 Act. As far as presently relevant, a “a breach of planning control consisting in the change of use of any building to use as a single dwellinghouse, no enforcement action may be taken after the end of the period of four years beginning with the date of the breach” (s. 171B(2)).<sup>1</sup>
- 4.4. It is well established that, to give rise to the immunity from enforcement, the use must be continuous and non-interrupted. The four year “clock” is reset each time the use is interrupted. The rationale for the immunity period is a “use it or lose it” principle; where the local planning authority could but did not enforce against a use for four years, public policy allows that use to stand. It is, I am advised, essential to the immunity that there have been a continuous period.
- 4.5. I am told that ***LB Islington v Secretary of State for Housing Communities and Local Government*** [2019] EWHC 2691 (Admin) sets out the relevant approach to the requirement of continuity in this context. There must be a continuous breach by the

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<sup>1</sup> This is now subject to a period of ten years. However, on the assumption that the underlying breach of planning control commenced before 1 April 2024, the four year rule would apply (Levelling-up and Regeneration Act 2003 s. 115(2), read with SI 2024, Reg. 3 and 5.

use of the property as a dwelling, such that the planning authority could have enforced against the breach. The question is not whether the property *was* a dwellinghouse; but whether it was *used* as such for a period of four years (see, e.g. [36] and [45])

4.6. The Claimant bears the burden of proving that it is more likely than not that the use is immune from enforcement (***Nelsovil Limited v Minister of Housing and Local Government*** [1962] 1 WLR 404).

4.7. The Planning Policy Guidance on Lawful Development Certificates (which is relevant, I am told, to ground (d) appeals) provides:

**Who is responsible for providing sufficient information to support an application?**

**The applicant is responsible for providing sufficient information to support an application**, although a local planning authority always needs to co-operate with an applicant who is seeking information that the authority may hold about the planning status of the land. A local planning authority is entitled to canvass evidence if it so wishes before determining an application. If a local planning authority obtains evidence, this needs to be shared with the applicant who needs to have the opportunity to comment on it and possibly produce counter-evidence.

In the case of applications for existing use, **if a local planning authority has no evidence itself, nor any from others, to contradict or otherwise make the applicant's version of events less than probable, there is no good reason to refuse the application, provided the applicant's evidence alone is sufficiently precise and unambiguous to justify the grant of a certificate on the balance of probability.**

In the case of applications for proposed development, an applicant needs to describe the proposal with sufficient clarity and precision to enable a local planning authority to understand exactly what is involved.

Paragraph: 006 Reference ID: 17c-006-20140306

Revision date: 06 03 2014

4.8. This is case in which the Council *does* have evidence “to contradict or make the applicant's version of events less than probable”. However, it is notable that even were that it not so the PPG would normally expect the applicant's evidence to be sufficiently precise and unambiguous.

## 5. Ground (d) (Ref: 3371877)

5.1. The central question is whether Mr Gorman – the burden being on him – can show that it was more likely than not there was a continuous period of use of the Barn for four years prior to the service of the enforcement notice. I have carefully considered the three statutory declarations submitted prior to the Case Management Conference, and the 58 page bundle of evidence which was submitted on 2 December 2025, and do not consider that the evidence comes close to showing this is the case.

5.2. As a preliminary point, it is unclear to me when the Appellant contends the barn was actually used as “residential dwellings (two self-contained units)”. Mr Gorman’s statutory declaration submitted prior to the Case Management Conference suggests that it commenced in 2017. However, there is simply no documentary evidence to support this claim. That the Council (and the Inquiry) is left to surmise when the four-year period of use commenced makes it difficult in my view, to say that Mr Gorman has proved such use to the required standard.

5.3. Any use, in order to be immune, could not have started any later than July 2021, and could not have been interrupted at any point prior to the date of the Notice on 18 July 2025. The Council, to assist the Inquiry, will assume in the Appellant’s favour that July 2021 is the claimed date on which the use is claimed to have started (but it is, as above, not accepted that it did start on that date, or that the Appellant says it started on that date).

5.4. I address this in three parts:

- 5.4.1. The Council’s evidence
- 5.4.2. The Appellant’s evidence
- 5.4.3. Overall observations

### *(1) The Council’s evidence*

5.5. The Council's evidence calls into question the suggestion that the Barn was used as two residential dwellings from July 2021, or – indeed – any four year period prior to that.

5.6. First, Google Images. When considering the timeframe of the breach I used Google Satellite imagery as a starting point and the images showing the building fenestration as the primary indication of the change to residential use. I have taken the best resolution Google Satellite images available over the period that the appellant states that the residential dwelling were created and exhibit them in Appendices JC1 – JC10. These undermine the suggestion that the Barn was used as residential dwellings. That is because:

5.6.1. **Appendix JC1** shows Google Satellite images dated the 28<sup>th</sup> July 2022 showing no windows or entrance door into the part of the barn that has been converted to residential, where they exist now.

5.6.2. **Appendices JC2 to JC10** show no evidence of windows or an entrance door until an image from the 3<sup>rd</sup> of April 2025, the next image prior to this dated 3<sup>rd</sup> June 2023 and doesn't show a window or entrance door, suggesting that the development happened at some point between these two dates

5.7. It is, I think, unrealistic to suggest that the Barn could have been used as two dwellings in the absence of windows. This seriously undermines in my view the Appellant's claim. .

5.8. In addition, it is not obvious that there would have been any ready means of accessing the two dwellings without the door. During an inspection in support of the housing investigation on 26<sup>th</sup> November 2025, the separating wall on the interior of the barn was assessed for fire safety concerns and no entrance door into the flats was present. See Appendix JC11 to show pictures of the separating wall taken during this inspection. This suggests that the only possible entrance for the flats would be through the current entrance door. The part of the barn from which this picture is

taken was operating as a car mechanics at the time of the inspection and details for the company operating out of the barn can be found in Exhibit JC12.

5.9. Second, the previous planning applications. The previous applications, the 2019 Invalid Application and the 2021 Invalid Application both undermine the suggestion of a continuous use as two dwellings.

5.10. In July of 2019 an application to convert the building to use as a garage for vehicle repairs from an agricultural barn was submitted by the owner of the operator of the garage at the time, Mr Sebastian Krzyzowski of Sebs Motor Vehicle Specialists. The nature of this tenants lease is discussed later in this document. This application was returned as the applicant had failed to provide sufficient plans and unfortunately the Council no longer have a copy of the original application, however, records on our case management system show that application to be for the “Change of use from green agricultural building to vehicle repairs”.

5.11. In July 2021 an application to convert the building to use as a garage for vehicle repairs from an agricultural barn was submitted. The following all undermine the Appellant’s current claim that the Barn was used as two dwellings:

5.11.1. The Application form was signed by a Mr Simon Firkins BA (HONS) MTP MRTPI, who declared that “*any facts stated are true and accurate any opinion given are the genuine opinions of the person(s) giving them*”. It is dated 16 July 2021, very shortly before the last possible day for the use as two dwellinghouses to start if it is to be immune by the service of the Notice. The application form is shown in Appendix JC13.

5.11.2. The proposals were for the “*change of use of agricultural barn to Use Class B2*” (Box 5). The assertion that the Barn was an “*agricultural barn*” undermines the suggestion that it was in residential use, as the Appellant now contends.

5.11.3. The application was a retrospective planning application, as the B2 use was stated to have already commenced (Box 5). The existing use was described as

“*vehicle repair garage and associated uses*”. This, too, is inconsistent with the claimed residential use.

5.11.4. The Application form specifically disclaimed that any residential units would be gained, lost or charged (Box 16).

5.11.5. The Application appears to have been made to “*regularise the existing use*” following officer’s pre-application advice (Box 23).

5.12. The site location plan, shown in Appendix JC14, indicates that the entire Barn was encompassed within the descriptions given in the planning application.

5.13. Further to that a Flood Risk Assessment submitted in support of this planning application, refers to the land to which the report relates as being purely agricultural use, this assessment also shows a site location plan encompassing the entire barn. This is shown in Exhibit JC15.

5.14. The Applicant according to the form submitted was Car Consortiums Ltd. see Appendix JC16 showing the company details. The company is now dissolved but was registered at “*New Farm Workshop, Bonnies Lane, St Oswolds, Gloucester, Gloucestershire, UK, GL1 2BW*” and had Mr Lee Andrew Stanton as Joint Director (shown in Appendix JC16). The appellants evidence show a payment of £1700 made by “*Mr L A STANTON CAR CONSORTIUM LTD*” on the 30<sup>th</sup> June 2021 and a payment of £1300 made by “*CAR CONSORTIUM LTD CARCONSORTIUMLTD*” on the 28<sup>th</sup> July 2021. As these payments were made either side of the application being submitted, it seems reasonable to suggest that Mr L A Stanton was aware of the use of the building at the time of the application.

5.15. In my view, the suggestion of residential use now being forward is contrary to that in the 2021 Invalid Application. It would be surprising if the planning agent, the Flood Risk consultant, *and* the applicant for planning permission were all apparently not aware that the Barn was being used as two self-contained dwellings. The lack of any reference to the presence of 2 residential units in the barn at the time of the 2019 returned application adds further weight to this.

5.16. Third, pictures from site visits. I have looked back through the Council's records of previous visits and have found the following pictures that demonstrate that the flats as they are observed currently did not exist in the period that the appellant claims. Appendix JC17 in the first and last picture shows no entrance or windows in the part of the barn where the flats exist, these pictures were taken on 12<sup>th</sup> November 2018 to support an investigation in illegal raising of ground levels, it is unclear from the Council's records who the investigating officer who took these pic. Appendix JC18 on Page 3 shows two pictures which show there was no entrance or windows in the part of the barn where the flats exist, these pictures were taken on 27<sup>th</sup> July 2020 as part of the ongoing investigation into ground level raising and illegal siting of static caravans by Matt Cloke who was employed by the Council as an Environmental Protection Officer at the time.

5.17. Fourth, details from the Rating List. I note that this is **not** maintained by the local authority, but by Central Government. It is a record of the hereditaments which are subject to non-domestic rates and is shown in Appendix JC25. At no point has the hereditament been described as dwellings:

5.17.1. From 1 April 2026, it is described as "Workshop and premises"

5.17.2. From 1 April 2023 to present, it is described as "Workshop and premises"

5.17.3. From 20 October 2020 to 31 March 2023 it was described as "Workshop and premises".

5.18. Taken together, the above evidence undermines the suggestion that there was a four-year period of continuous use of the Barn as two dwellings. That being so, the Appellant, in my view, would need particularly compelling documentary evidence to show – in spite of the above – that the Barn was in fact so used.

*The Appellant's evidence*

5.19. The Appellant's evidence submitted on 2 December 2025 largely consists of the following:

5.19.1. Leases;

5.19.2. Statutory declarations; *and*

5.19.3. Bank Statements;

5.20. I consider them in turn.

5.21. First, the leases. These are of limited evidential value when considered against the requirement that there need to have been a continuous period of use as two self-contained dwellinghouses since July 2021.

5.22. The earliest lease is dated 7 December 2020 ("the **Migdalska Lease**"). Even taken at face value, it does not show use as two self-contained dwelling-houses. No permitted use is indicated on the lease. It cannot be known, based on the documentary evidence, whether this was a lease in respect of residential dwellinghouses at all (as opposed to, for example, commercial space). And the lease relates to *both* "Green Flats 1/2" *together*. This is confirmed, it seems by the fact that the rent is £1400 (being more than the subsequent leases for the flats individually). The lease, therefore, does not relate to two separate dwellings.

5.23. There are, in addition, a number of problems with this lease.

5.23.1. The address for the tenant (Magdalena Migdalska) is 5 Oak Tree Way, Newent, Glos GL18 1UD. Land Registry Records show that property to be owned and occupied by Krzysztof Bogumil Migdalski and Magdalena Krystyna Migdalska since 11<sup>th</sup> October 2010, see Appendix JC19. There is no clear reason why Ms Migdalska would take out another lease on a residential property if she already owns a home in relatively close proximity;

5.23.2. I have looked back through the Council's records regarding Business Rates paid for commercial operations in "Big Green Shed Opposite, New Farm, Longhorn

Avenue, Gloucester, GL1 2BZ" and found a letter from Magdalena and Krzysztof Migdalski, the letter states "In December 2020 we bought the car repair shop (garage)" and has an attached invoice for a £37,000 purchase of a "Car Workshop with Equipment" to Seb's Motor Vehicle Specialists, New Farm Workshop, 6 Bonnies Lane, Gloucester, GL1 2BW. This does not correlate with the lease presented by the appellant which suggests that the lease included the use of two flats, the letter is shown in Appendix JC20;

5.23.3. Some further investigation into the Business Rates for that property, show that there was a lease agreement in place for Seb's Motor Vehicle Specialists that commenced on 01<sup>st</sup> April 2018. The arrangement of the lease does not include any mention of flats as shown in Appendix JC21, which also contains final notices for payment of unpaid business rates for the business operating out of "Big Green Shed Opposite, New Farm, Longhorn Avenue, Gloucester, GL1 2BZ". This lease agreement was submitted to the Council by Joanne Pearce on behalf of Mr Gorman, the body of the email contains the following statement:

*"Mr Sean Gorman is not Liable for these non domestic rates (Account Number 0600457189) - See Attached - as from 1st October 2021 Michal Lowiki of Car Consortium Ltd, New Farm, Longhorn Avenue, Gloucester GL1 2BZ is the current tenant."*

*"Mr Sebastian Krzyzowski was the previous tenant which was ongoing from 1st April 2018 – Sean terminated his agreement due to non payment on the 1st October 2021. Note that Mr Sebastian Krzyzowski claimed Bounce back loans and covid grants on this premises and this lease, and is fully liable for the outstanding balance."*

The attachments referred to are those exhibited in Appendix JC21 and the account numbers being referenced are those held by the Council for the accounts relating to non-domestic rates for businesses operating out of the barn (known by the Council as "Big Green Shed Opposite New Farm". There is no mention of any residential part of the building having been developed, which would have been liable for Council Tax had they existed in line with the statements of Mr Gorman and Ms Pearce. The original email can be seen in Appendix JC22.

5.24. The Barn was, it appears, used for commercial or car related purposes. This would be confirmed by the 2021 Application, and the Rating List which I have discussed above. At any rate, the above evidence casts doubt on the Applicant's contention that the Barn was used as two self-contained dwellings.

5.25. The Appellant has then provided no leases, until the leases of Alex Gale (27 February 2023), of Flat 1 and Charlotte Mcatackney & Kim Pickett (15 March 2023) of Flat 2. This is a significant gap in the chronology, and is seriously prejudicial to the Appellant's case, I think. Indeed, it is to a large extent immaterial for present purposes whether the Barn has been used as two self-contained dwellings after 2023. Such use, even if continuous, would not have started early enough to give rise to immunity.

5.26. In addition and in any event, the periods of occupation from 2023 suggested by the Appellant include substantial periods of vacancy. There was, for example, a two week gap between Alex Gale (19 February 2024) and Elanor Actor (5 March 2024); and a two month gap between Cynthia Bizzurie (30 October 2024) and Ilia Naydenou Atonastu (10 July 2025).

5.27. The **statutory declarations** in my view should be given limited weight. None appear to be entirely unpartisan. Most obviously, Mr Gorman has a commercial interest in the success of his ground (d) appeal. Mr Gorman is Company Director of Court Farm Estates, a copy of the Unaudited Financial Statements for the Year Ended 28 February 2025 obtained from Companies House refers to Mr Gorman as the Director and is exhibited in Appendix JC23. Companies House also shows Bonnie Lee Gorman and Bonnie Blue Gorman as directors of Court Farm Estates. Ms Pearce is company secretary to Court Farm Estates, as of 1 August 2024 as shown in Appendix JC24. More broadly, I am told that courts have recognised that human memory is fallible and can be influenced by the heat of litigation. What really matters in this case, in my opinion, is the documentary evidence that supports the claims made in the statutory declarations. The documentary evidence is however limited – noting, of course, that the Appellant has been afforded a substantial period of time since the

Notice was served in July 2024 to provide the same. And the evidence which has been provided to a large degree does not support the Appellant's ground (d) appeal.

5.28. I would refer to the approach taken by M Savage BSc (Hons) MCD MRTPI in Appeal Ref: APP/N0410/C/24/3353820 Land at 246 Swallow Street, Iver, Buckinghamshire SL0 0HT (31 March 2025) who said:

63. Given the length of time between the works being carried out and the giving of evidence, reliance on memory alone may not be reliable. Indeed, the Council has drawn my attention to the cases of *Gestmin SGPS SA v Credit Suisse (UK) Ltd* [2013] EWHC 3560 (Comm) and *Barrow v Merrett* [2021] EWHC 792 (QB) which both considered the reliability of memory in the heat of litigation and found it can be influenced by factors other than the original experience of the events.

64. Mr Walley and Mr Walls, for example, both recalled the dates they were on site by reference to birthdays. However, neither witness referred to the Covid-19 pandemic or lockdown3 , which is likely to be particularly memorable for most people in the country at the time, nor did either seem to feel the need to refer to a diary entry to assist them in recalling times and dates. These are individuals who are most likely involved in numerous construction jobs each year and so, while they may recall doing the job, I would expect them to need to refer to a diary entry of some sort to assist them in recalling precise dates and durations.

65. I find the appellant's evidence inconsistent and in some cases demonstrably wrong and so I place very limited weight on it. While I acknowledge that a number of witnesses have given evidence to the Inquiry in support of the appellant's case, for the reasons given above, I have trouble reconciling their evidence with the documentary evidence provided by both the Council and the appellant. The evidence of the appellant's witnesses is contradicted by the photographic evidence provided by the Council, which in my view is to be preferred in this case and I find the limited documentary evidence provided by the appellant unconvincing and contradictory.

5.29. To assist the Inquiry I reproduce the relevant part of *Barrow v Merrett*, [36]:

[36] [...] Leggatt J's insightful reflections [in *Gestmin*] on the fragility of human memory do serve as a beacon to any court seeking to navigate through a trial in which conflicting accounts are given of the same event by witnesses. Leggatt J's observations are set out between §§15 and 22 of his judgment and their wisdom is reflected by the frequency in which they are cited and the range of cases in which they are invoked. Of particular relevance to this claim are the following observations:

- i. People generally lack insight into just how unreliable memory can be. Two common errors giving rise to this lack of insight are that people wrongly believe that the more vivid a sense of recollection is, or the more strongly expressed, the more likely it is to be right (§16);
- ii. Memories are fluid and malleable. Memory does not operate like a camera but rather can be dramatically influenced by external information (§17);
- iii. The process of civil litigation itself subjects memory to powerful biases. A desire to assist a party, or not to prejudice them as well as a desire to give a good impression can be powerful but subtle factors impacting on the reliability of memory (§19);
- iv. The effect of giving evidence can also materially impact on memory. Witnesses are asked to recount events on numerous occasions and to be exposed to the competing contentions of the parties. As noted at §20 the "*effect of this process is to establish in the mind of the witness the matters recorded in his or her own statement and other written material, whether they be true or false, and to cause the witness's memory of events to be based increasingly on this material and later interpretations of it rather than the original experience of the events.*"

[37] These observations reflect what courts have long known including that accounts given at the time of an event, tend to be more accurate than those provided later – it is a truism that memory will rarely improve over time. Leggatt J's insights also reflect that even honest witnesses are able to give wholly inaccurate evidence because their memory may have been subconsciously degraded not just by time but a range of biases – see for example the observations of Lord Pearce in *Onassis v Vergottis* [1968] 2 Lloyds Rep 403 relied upon by both parties.

[38] These valuable insights serve to underline the caution that should be attached to evidence given in the witness box, or in statements generated for the purpose of litigation, as to events which occurred a number of years beforehand – all the more so, when the events were highly traumatic and last only a few seconds. *Gestmin* serves to remind the Court that often (but not always) accounts given at the scene will be more reliable than versions given some time later as part of litigation

5.30. As for the **accounts**, it is not clear to me what they are relied upon to show. None of them span a full period of four years, and so are of limited value to the

Appellant's ground (d) appeal. The same is true of the bank statements from Court Farm Estates, which span 1 November 2020 to March 2022.

5.31. Finally, I note the "invoice" from Mr Trevor Warren. This is supposedly for the works which led to the creation of the dwellings, purportedly on or around April 2020. I am surprised that this was not provided earlier, given that Mr Warren provided a statutory declaration in August 2025. It is a very curious document:

5.31.1. Despite being an invoice, it has no VAT. This is unusual (see Reg. 13 of the Value Added Tax Regulations 1995);

5.31.2. There are no terms for the payment of £14,606 (e.g. payment within X days);

5.31.3. And there is nothing to suggest that there has been a part payment for the works, which the invoice say have already been "Completed". I would usually expect a part payment for a job of that scale;

5.32. I have also seen no response from the Appellant, to the invoice or any indication that it was paid. This is surprising, given the importance of this document for the Appellant's case overall.

5.33. Mr Warren's response to the Council's request for documents to inform the housing investigation into the two flats dated 24<sup>th</sup> December 2024 is shown in the appellants documents. It states that he was "*asked by Court Farm Estates some years ago to refurbish the flats*" and that he applied the principle that "*the refurbishment of rundown flats*" did not require him to acquire a building control certificate for the works undertaken. However, if the flats were created in 2017 as the appellant has claimed and consistently rented out after that, it doesn't seem feasible that they could have fallen into a state of being run down in the period required for both the appellant's and Mr Warren's statements to be accurate.

### *(iii) The lack of evidence*

5.34. The Notice is dated July 2025. The Appellant took steps to prepare for a ground (d) appeal in August 2025, when he (apparently) sourced statutory declarations from

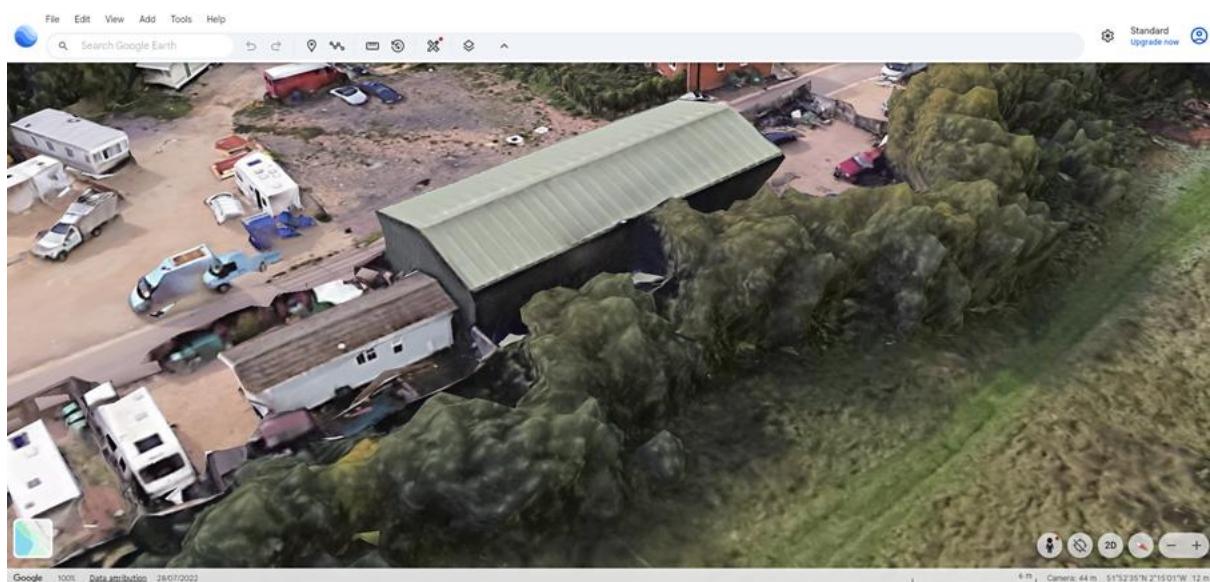
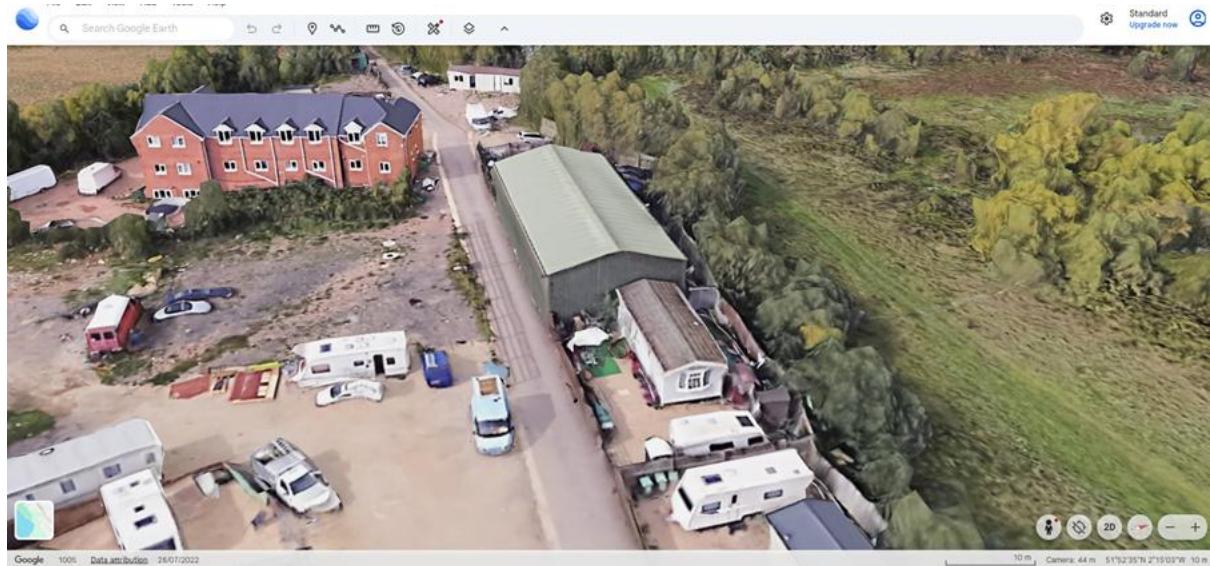
third parties. He has had a long time to prepare for this appeal. The final date for his evidence was 2 December 2025 (and no further evidence can be provided).

5.35. The evidence provided is however limited (and contradictory in the ways addressed above). It ought not be difficult to provide evidence showing that there were tenants of the Barn (if that were the case). Many sources of evidence could have been, but have not been, provided.

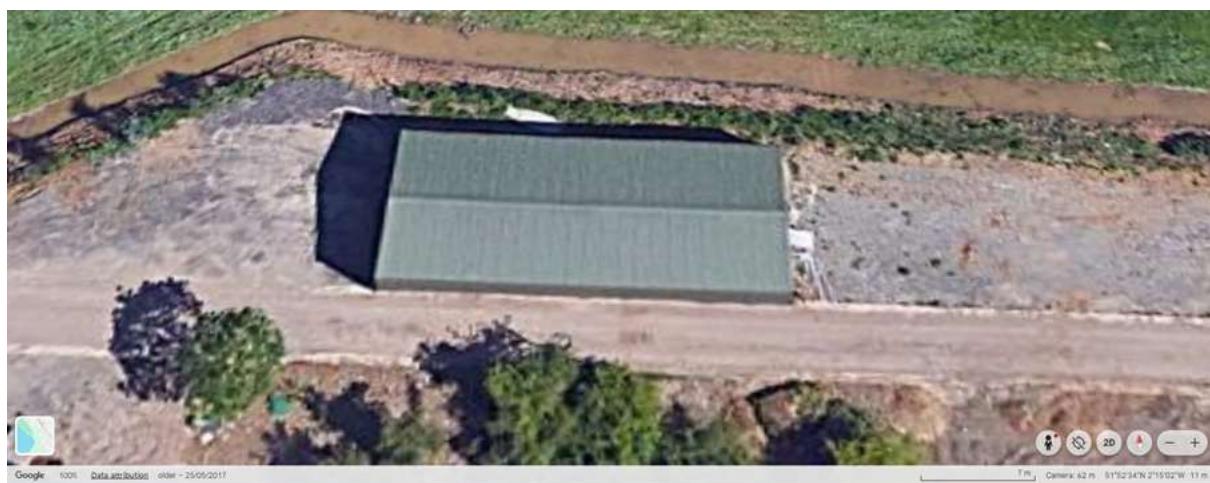
## **6. Summary and Conclusion**

- 6.1. I find no compelling evidence in the documents provided by the appellant to suggest that the flats were beyond the period for enforcement at the time that the Enforcement Notice was issued.
- 6.2. I believe that the evidence presented by the Council and the appellant suggests that the most likely date for the flats first coming into use is at the beginning of the tenancy agreement with Alex Gale in February of 2023 and the details in historic planning applications make it highly unlikely that the flats were in existence prior to July 2021.

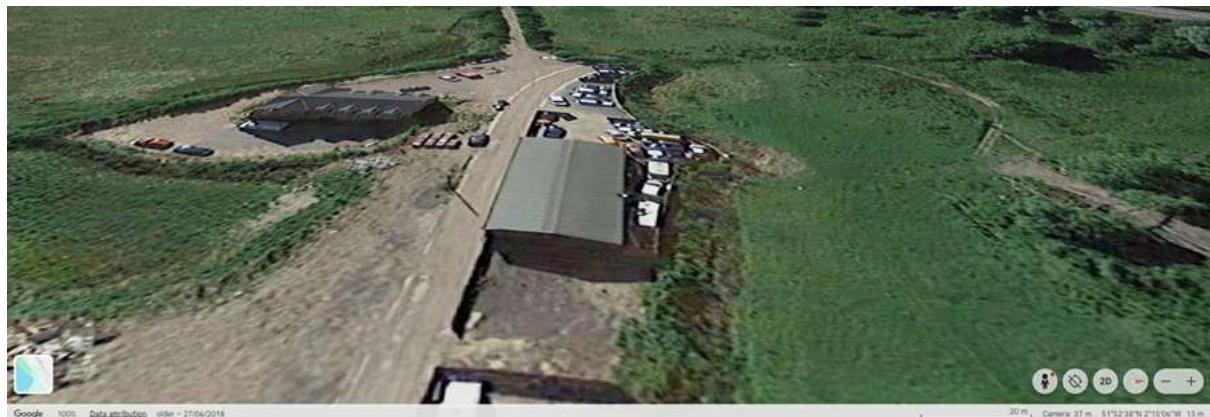
## JC1 – Satellite Images of barn dated 28<sup>th</sup> July 2022



JC2 - Satellite Images of barn dated 25th May 2017



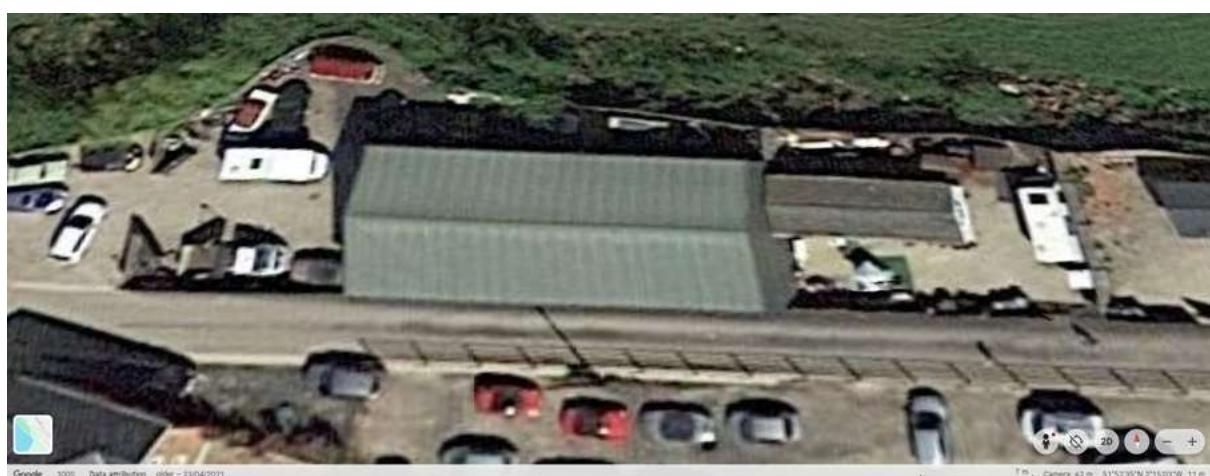
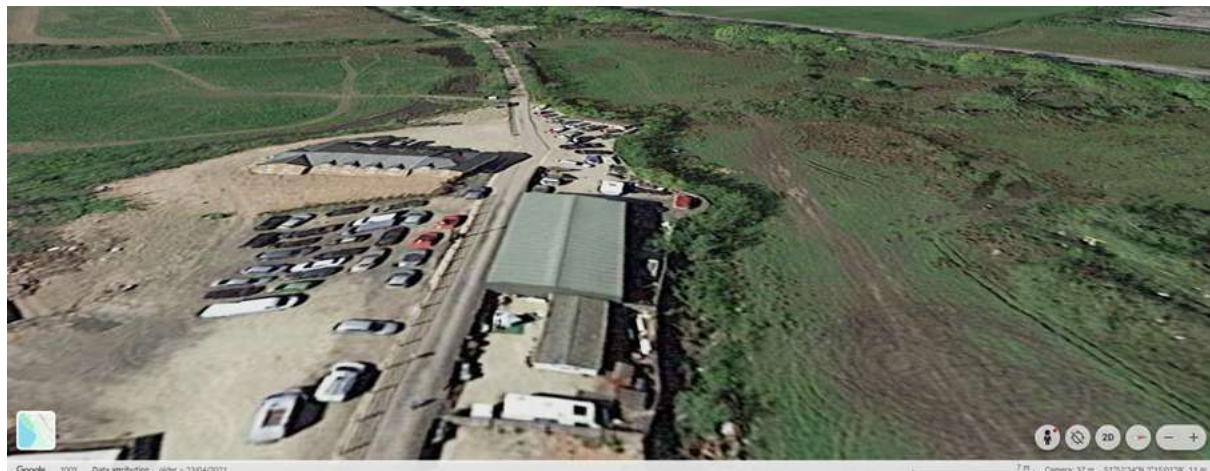
### JC3 – Satellite Images of barn dated 27th June 2018



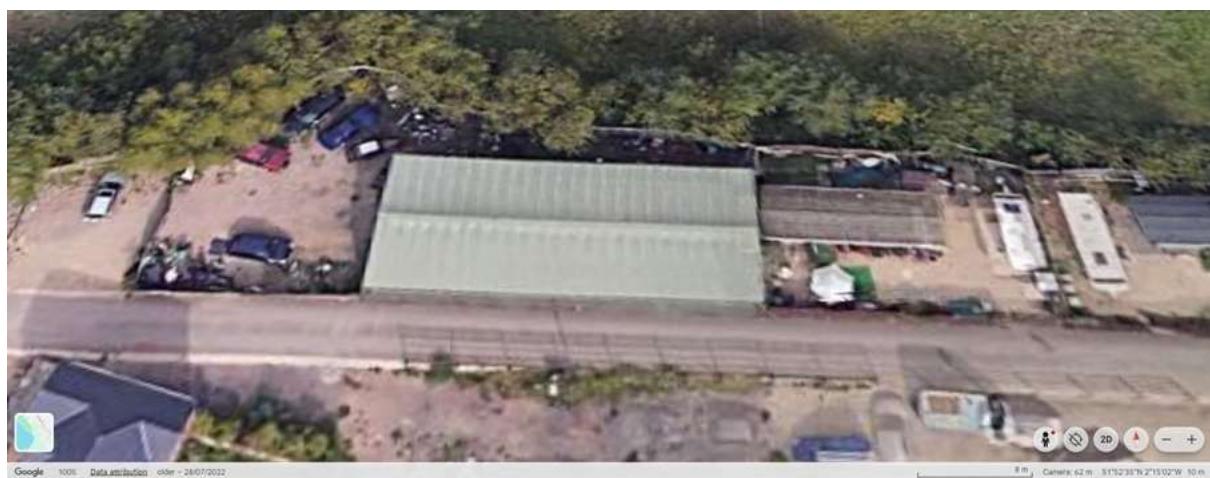
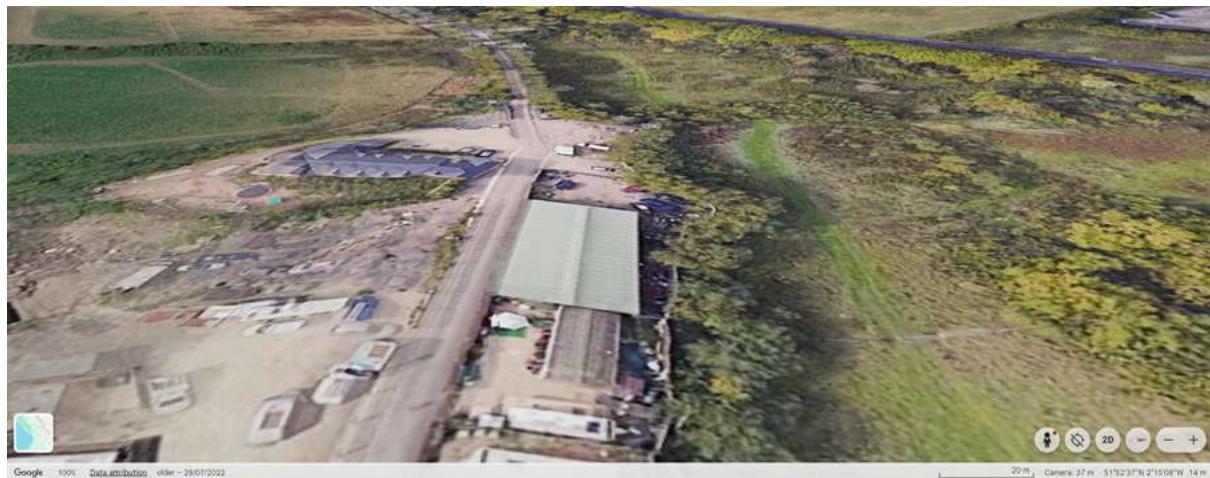
#### JC4 - Satellite Images of barn dated 24th March 2021



JC5 - Satellite Images of barn dated 23rd April 2021



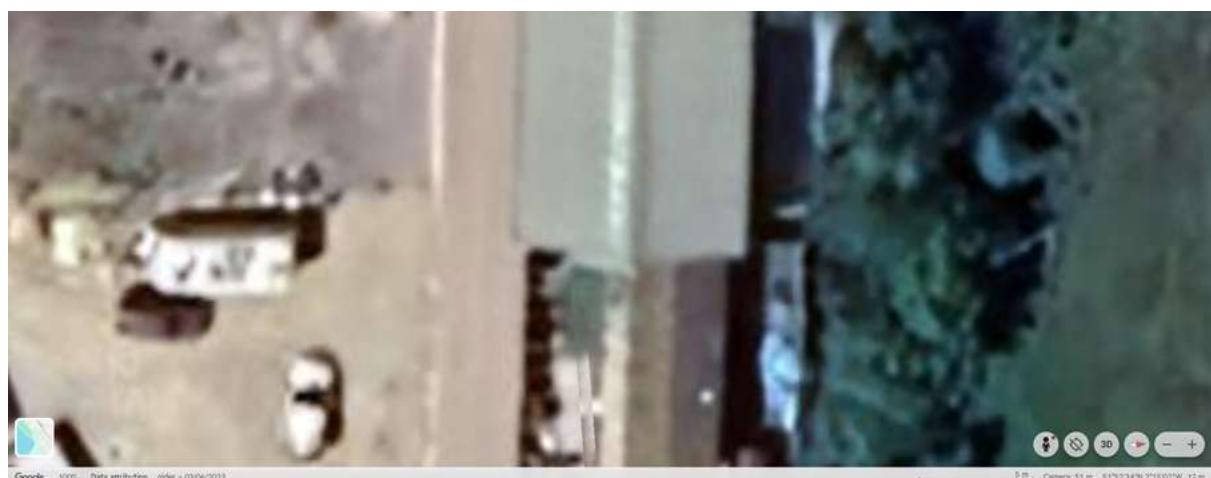
JC6 - Satellite Images of barn dated 28th July 2022



JC7 - Satellite Images of barn dated 3rd June 2023



JC8 - Satellite Image of barn dated 3rd June 2023



## JC9 - Satellite Images of barn dated 3rd April 2025



JC10 - Satellite Images of barn dated 3rd April 2025



JC11 - Pictures of separating internal wall taken on 26th November 2024



JC12 – Companies House Information for KKM Motors operating in same barn

## KKM MOTORS LTD

Company number **16563424**

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[Overview](#)

[Filing history](#)

[People](#)

[More](#)

Registered office address

**New Farm, Longhorn Avenue, Gloucester, England, GL1 2BZ**

Company status

**Active**

Company type

**Private limited Company**

Incorporated on

**7 July 2025**

### Accounts

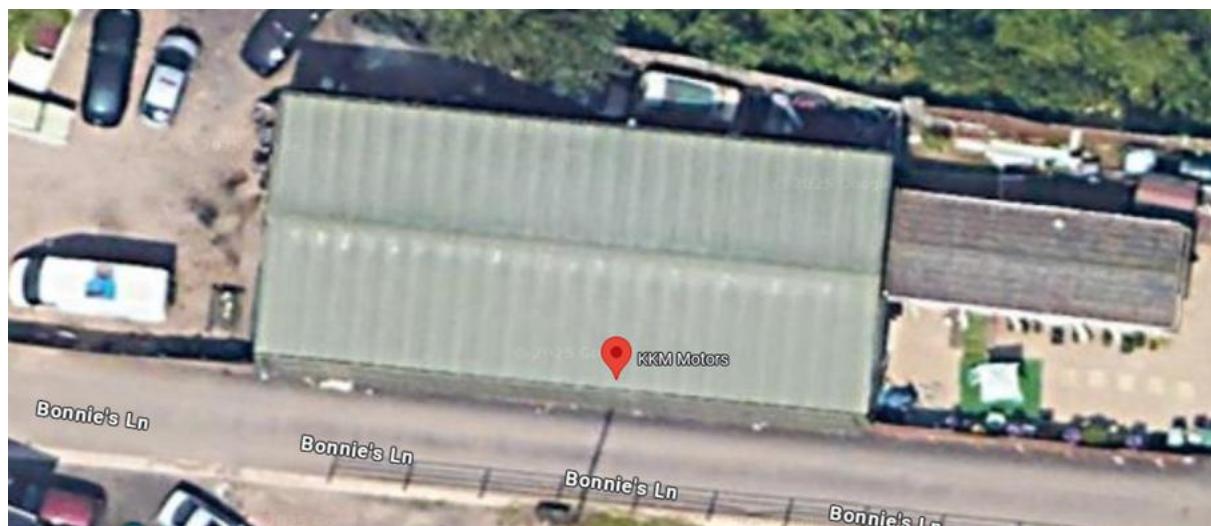
First accounts made up to **31 July 2026**  
due by **7 April 2027**

### Confirmation statement

First statement date **6 July 2026**  
due by **20 July 2026**

### Nature of business (SIC)

45200 - Maintenance and repair of motor vehicles



## Application for Planning Permission. Town and Country Planning Act 1990

### Publication of applications on planning authority websites.

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification, please contact the Authority's planning department.

#### 1. Site Address

Number	<input type="text"/>
Suffix	<input type="text"/>
Property name	Severnside Farm
Address line 1	Walham Lane
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town/city	Gloucester
Postcode	GL2 9NF

Description of site location must be completed if postcode is not known:

Easting (x)	382346
Northing (y)	219577

Description

#### 2. Applicant Details

Title	<input type="text"/>
First name	<input type="text"/>
Surname	<input type="text"/>
Company name	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town/city	<input type="text"/>
Country	<input type="text"/>

## 2. Applicant Details

Postcode

Are you an agent acting on behalf of the applicant?

Yes  No

Primary number

Secondary number

Fax number

Email address

## 3. Agent Details

Title

First name

Surname

Company name

Address line 1

Address line 2

Address line 3

Town/city

Country

Postcode

Primary number

Secondary number

Fax number

Email

## 4. Site Area

What is the measurement of the site area?  
(numeric characters only).

1640.00

Unit

## 5. Description of the Proposal

Please describe details of the proposed development or works including any change of use.

If you are applying for Technical Details Consent on a site that has been granted Permission In Principle, please include the relevant details in the description below.

Change of use of agricultural barn to Use Class B2 (vehicle repairs)

Has the work or change of use already started?

Yes  No

## 5. Description of the Proposal

If yes, please state the date when the work or change of use started (date must be pre-application submission)  
DD/MM/YYYY

02/02/2018

Has the work or change of use been completed?

Yes  No

If Yes, please state the date when the work or change of use was completed (date must be pre-application submission)

01/03/2018

## 6. Existing Use

Please describe the current use of the site

Vehicle repair garage and associated uses

Is the site currently vacant?

Yes  No

**Does the proposal involve any of the following? If Yes, you will need to submit an appropriate contamination assessment with your application.**

Land which is known to be contaminated

Yes  No

Land where contamination is suspected for all or part of the site

Yes  No

A proposed use that would be particularly vulnerable to the presence of contamination

Yes  No

## 7. Materials

Does the proposed development require any materials to be used externally?

Yes  No

## 8. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicular access proposed to or from the public highway?

Yes  No

Is a new or altered pedestrian access proposed to or from the public highway?

Yes  No

Are there any new public roads to be provided within the site?

Yes  No

Are there any new public rights of way to be provided within or adjacent to the site?

Yes  No

Do the proposals require any diversions/extinguishments and/or creation of rights of way?

Yes  No

## 9. Vehicle Parking

Does the site have any existing vehicle/cycle parking spaces or will the proposed development add/remove any parking spaces?

Please provide information on the existing and proposed number of on-site parking spaces

Type of vehicle	Existing number of spaces	Total proposed (including spaces retained)	Difference in spaces
Cars	20	20	0

## 10. Trees and Hedges

Are there trees or hedges on the proposed development site?

Yes  No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character?

Yes  No

If Yes to either or both of the above, you may need to provide a full tree survey, at the discretion of your local planning authority. If a tree survey is required, this and the accompanying plan should be submitted alongside your application. Your local planning authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to design, demolition and construction - Recommendations'.

## 11. Assessment of Flood Risk

Is the site within an area at risk of flooding? (Check the location on the Government's Flood map for planning. You should also refer to national standing advice and your local planning authority requirements for information as necessary.)

Yes  No

If Yes, you will need to submit a Flood Risk Assessment to consider the risk to the proposed site.

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)?

Yes  No

Will the proposal increase the flood risk elsewhere?

Yes  No

How will surface water be disposed of?

Sustainable drainage system

Existing water course

Soakaway

Main sewer

Pond/lake

## 12. Biodiversity and Geological Conservation

Is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, or on land adjacent to or near the application site?

To assist in answering this question correctly, please refer to the help text which provides guidance on determining if any important biodiversity or geological conservation features may be present or nearby; and whether they are likely to be affected by the proposals.

a) Protected and priority species:

Yes, on the development site

Yes, on land adjacent to or near the proposed development

No

b) Designated sites, important habitats or other biodiversity features:

Yes, on the development site

Yes, on land adjacent to or near the proposed development

No

c) Features of geological conservation importance:

Yes, on the development site

Yes, on land adjacent to or near the proposed development

No

## 13. Foul Sewage

Please state how foul sewage is to be disposed of:

### 13. Foul Sewage

- Mains Sewer
- Septic Tank
- Package Treatment plant
- Cess Pit
- Other
- Unknown

Are you proposing to connect to the existing drainage system?

Yes  No  Unknown

### 14. Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste?

Yes  No

If Yes, please provide details:

As per existing arrangements

Have arrangements been made for the separate storage and collection of recyclable waste?

Yes  No

If Yes, please provide details:

As per existing arrangements

### 15. Trade Effluent

Does the proposal involve the need to dispose of trade effluents or trade waste?

Yes  No

### 16. Residential/Dwelling Units

**Please note:** This question has been updated to include the latest information requirements specified by government. Applications created before 23 May 2020 will not have been updated, please read the 'Help' to see details of how to workaround this issue.

Does your proposal include the gain, loss or change of use of residential units?

Yes  No

### 17. All Types of Development: Non-Residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace?  
Note that 'non-residential' in this context covers all uses except Use Class C3 Dwellinghouses.

Yes  No

Please add details of the Use Classes and floorspace.

Following changes to Use Classes on 1 September 2020: The list includes the now revoked Use Classes A1-5, B1, and D1-2 that should not be used in most cases. Also, the list does not include the newly introduced Use Classes E and F1-2. To provide details in relation to these or any 'Sui Generis' use, select 'Other' and specify the use where prompted. Multiple 'Other' options can be added to cover each individual use. View further information on Use Classes.

Use Class	Existing gross internal floorspace (square metres)	Gross internal floorspace to be lost by change of use or demolition (square metres)	Total gross new internal floorspace proposed (including changes of use) (square metres)	Net additional gross internal floorspace following development (square metres)
Other Agriculture	230	230	0	-230
B2 - General industrial	0	0	230	230
Total	230	230	230	0

Loss or gain of rooms

For hotels, residential institutions and hostels please additionally indicate the loss or gain of rooms:

## 18. Employment

Are there any existing employees on the site or will the proposed development increase or decrease the number of employees?

Yes  No

### Existing Employees

Please complete the following information regarding existing employees:

Full-time	5
Part-time	1
Total full-time equivalent	5.00

### Proposed Employees

If known, please complete the following information regarding proposed employees:

Full-time	
Part-time	
Total full-time equivalent	

## 19. Hours of Opening

Are Hours of Opening relevant to this proposal?

Yes  No

## 20. Industrial or Commercial Processes and Machinery

Does this proposal involve the carrying out of industrial or commercial activities and processes?

Yes  No

Please describe the activities and processes which would be carried out on the site and the end products including plant, ventilation or air conditioning. Please include the type of machinery which may be installed on site:

Vehicle repairs including paint spraying and associated activities.  
Operations meet all the necessary health and safety obligations.

Is the proposal for a waste management development?

Yes  No

If this is a landfill application you will need to provide further information before your application can be determined. Your waste planning authority should make it clear what information it requires on its website

## 21. Hazardous Substances

Does the proposal involve the use or storage of any hazardous substances?

Yes  No

## 22. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

Yes  No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact?

- The agent
- The applicant
- Other person

## 23. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

Yes  No

If Yes, please complete the following information about the advice you were given (this will help the authority to deal with this application more efficiently):

Officer name:

### 23. Pre-application Advice

Title	<input type="text"/>
First name	<input type="text"/>
Surname	<input type="text"/>
Reference	<input type="text"/>

Date (Must be pre-application submission)

04/06/2021

Details of the pre-application advice received

We have been advised to submit an application to regularise the existing use

### 24. Authority Employee/Member

With respect to the Authority, is the applicant and/or agent one of the following:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

It is an important principle of decision-making that the process is open and transparent.

Yes  No

For the purposes of this question, "related to" means related, by birth or otherwise, closely enough that a fair-minded and informed observer, having considered the facts, would conclude that there was bias on the part of the decision-maker in the Local Planning Authority.

Do any of the above statements apply?

### 25. Ownership Certificates and Agricultural Land Declaration

CERTIFICATE OF OWNERSHIP - CERTIFICATE B - Town and Country Planning (Development Management Procedure) (England) Order 2015 Certificate under Article 14

I certify/The applicant certifies that:

- I have/The applicant has given the requisite notice to everyone else (as listed below) who, on the day 21 days before the date of this application, was the owner\* and/or agricultural tenant\*\* of any part of the land or building to which this application relates; or
- The applicant is the sole owner of all the land or buildings to which this application relates and there are no other owners\* and/or agricultural tenants\*\*.

\* 'owner' is a person with a freehold interest or leasehold interest with at least 7 years to run. \*\* 'agricultural tenant' has the meaning given in section 65(8) of the Town and Country Planning Act 1990.

Owner/Agricultural Tenant

Name of Owner/Agricultural Tenant	
Number	
Suffix	
House Name	Court Farm
Address line 1	Tewkesbury Road
Address line 2	Twigworth
Town/city	Gloucester
Postcode	GL2 9PX
Date notice served (DD/MM/YYYY)	16/07/2021

Person role

- The applicant
- The agent

## 25. Ownership Certificates and Agricultural Land Declaration

Title	Mr
First name	[REDACTED]
Surname	[REDACTED]
Declaration date (DD/MM/YYYY)	16/07/2021

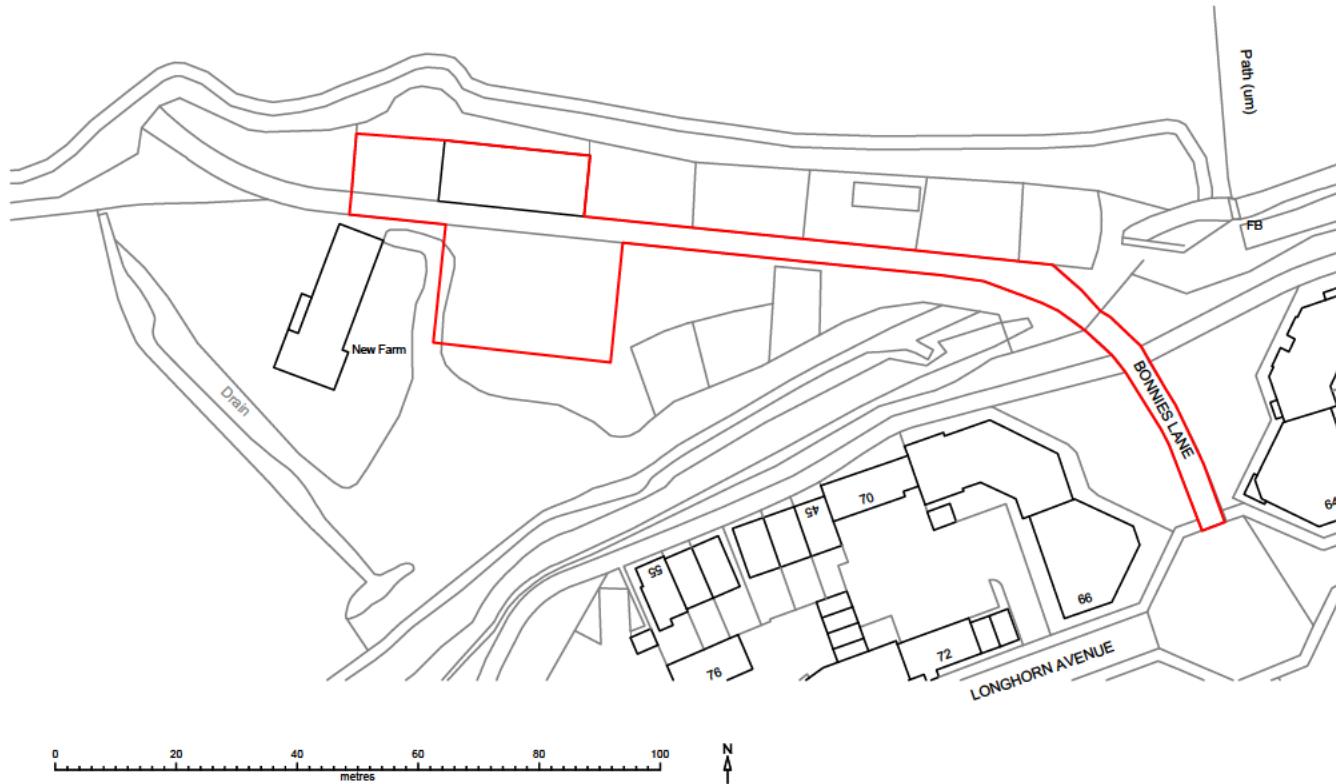
Declaration made

## 26. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information. I/we confirm that, to the best of my/our knowledge, any facts stated are true and accurate and any opinions given are the genuine opinions of the person(s) giving them.

Date (cannot be pre-application)

16/07/2021







## DOCUMENT REGISTER

CLIENT:	[REDACTED]		
PROJECT:	SEVERN SIDE FARM, GLOUCESTER		
PROJECT CODE:	CTP-21-0344		

REPORT TITLE:	FLOOD RISK ASSESSMENT		
PREPARED BY:	BEN FLEMING	DATE:	JULY 2021
CHECKED BY:	KRIS TOVEY	DATE:	JULY 2021

REPORT STATUS:	FOR PLANNING		
REVISION:	03		

Prepared by **COTSWOLD TRANSPORT PLANNING LTD**  
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Company Number: 9228763



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## Appendices

Appendix A: Existing & Proposed Development Plans

Appendix B: Water Company Information

Appendix C: Environment Agency Information



# 1 Introduction

## Background

- 1.1 Cotswold Transport Planning were appointed by [REDACTED] (herein referred to as “the Applicant”) to produce a Flood Risk Assessment (FRA) for a proposed change of use development at Severnside Farm, Gloucester.
- 1.2 The purpose of this FRA is to assess the risk of flooding to the proposed development and where possible provide sufficient mitigation to demonstrate that the future users of the development would remain safe throughout its lifetime, that the development would not increase flood risk on site and elsewhere and, where practicable, that the development would reduce flood risk overall.

## Site Proposals

- 1.3 The development proposed is a change of use of an existing agricultural building to a car repair workshop.
- 1.4 A copy of the proposed development drawings is included within **Appendix A**.

## National & Local Policies

- 1.5 The National Planning Policy Framework (NPPF)<sup>1</sup> sets out the Government’s national policies on different aspects of land use planning in England in relation to flood risk. Planning Practice Guidance (PPG) is also available online<sup>2</sup>.
- 1.6 The PPG sets out the vulnerability to flooding of different land uses. It encourages development to be located in areas of lower flood risk where possible and stresses the importance of preventing increases in flood risk off site to the wider catchment area.
- 1.7 The NPPF states that a site-specific Flood Risk Assessment will be required for proposals:
  - i) that are greater than 1 hectare in area within Flood Zone 1
  - ii) for all proposals for new development (including minor development and change of use) in Flood Zones 2 and 3
  - iii) in an area within Flood Zone 1 which has critical drainage problems; and where proposed development or a change of use to a more vulnerable class may be subject to other sources of flooding

<sup>1</sup> <https://www.gov.uk/government/publications/national-planning-policy-framework--2>

<sup>2</sup> <https://www.gov.uk/guidance/flood-risk-and-coastal-change>



- iv) in an area within Flood Zone 1 identified in a Strategic Flood Risk Assessment as being at increased flood risk in the future
- v) in an area in Flood Zone 1 that may be subject to other sources of flooding, where its development would introduce a more vulnerable use

1.8 This FRA aims to provide sufficient flood risk information to satisfy the requirements of the NPPF, PPG and regional/local government plans and policies.

1.9 This assessment considers the risks of all types of flooding to the site including tidal, fluvial, surface, groundwater, sewer and artificial sources and provides mitigation measures to ensure that the flood risk to the site is minimised and that flood risk off-site is not increased.

1.10 This FRA has been based on the following sources of information:

- NPPF
- NPPF-PPG
- Site Layout Plan
- Ordnance Survey mapping
- Site Topographical Survey
- DEFRA Magic mapping
- Environment Agency mapping and flood data information
- Gloucestershire County Council Local Flood Risk Management Strategy (LFRMS) (2014)
- Gloucester City Council Strategic Flood Risk Assessment (SFRA) (Level 2) (2019)
- Web Based Soil Mapping
- British Geological Survey Drift & Geology Maps
- Severn Trent Water Sewer Records



## 2 Existing Site and Hydrology Characteristics

### Site Location and Composition

- 2.1 The application site is located within the north west of Gloucester on Bonnie's Lane, to the north of St Oswald's Retail Park and residential housing on Longhorn Avenue. The approximate site co-ordinates for the centre of the site are E: 382829; N: 219783, with the nearest post code of GL1 2BW.
- 2.2 The application site comprises of an existing approx. 190m<sup>2</sup> agricultural building located to the north of Bonnie's Lane, adjacent gravel/stone hardcore surfacing and a section of Bonnies Lane. New Farm Farmhouse is situated to the south west of the existing barn. The approximate application site location is outlined in red shown in **Figure 2.1**.



**Figure 2.1: Site Location**

### Topography

- 2.3 Ground levels in the vicinity of the building on site range from approximately 11.22 metres Above Ordnance Datum (mAOD) to 10.55mAOD. Ground levels are displayed on the plan included in **Appendix A**. Review of freely available Lidar aerial survey data for the section of Bonnie's Lane not included on the plans in **Appendix A** identifies



ground levels rise from 11mAOD to circa 11.40mAOD at the junction with Longhorn Avenue.

### Ground Conditions

- 2.4 Geological data held by the British Geological Survey (BGS)<sup>3</sup> shows that the bedrock geology underlying the site is Blue Lias Formation and Charmouth Mudstone. Superficial deposits are recorded as Alluvium – clay, silt, sand and gravel.
- 2.5 A BGS borehole log (ref. SO81NW76) located to the south east of the site indicates the presence of soft, grey silty clay overlying blue, grey clay.
- 2.6 Soilscapes mapping<sup>4</sup> indicates the underlying soil as clayey, floodplain soil with naturally high groundwater.
- 2.7 Department for Environment, Food & Rural Affairs (DEFRA) Magic Service Mapping<sup>5</sup> shows the site is not located in a groundwater Source Protection Zone (SPZ).

### Existing Drainage and Hydrology

- 2.8 The River Twyver (shown on Environment Agency mapping as a designated Main River watercourse) is located approximately 18m south of the application site flowing west towards its confluence with the River Severn, located approximately 700m west of the site. The access to the site via Bonnie's Lane crosses over the River Twyver. To the north and west of the site lie additional drainage ditches that are understood to drain to the River Twyver.
- 2.9 Severn Trent Water asset plans show that there are no public sewers in the vicinity of the sewer. The closest asset is a Section 104 surface water sewer, yet to be shown as formally adopted by Severn Trent Water, which directs flows to an outfall on the River Twyver. Severn Trent Water sewer records are contained in **Appendix B**.

The DEFRA Magic Map (England and Wales) shows there are no designated sites (SSSIs) in or close to the site including downstream (from a flood risk and drainage perspective).

<sup>3</sup> <http://mapapps.bgs.ac.uk/geologyofbritain/home.html>

<sup>4</sup> <http://www.landis.org.uk/soilscapes/>

<sup>5</sup> <https://magic.defra.gov.uk/MagicMap.aspx>

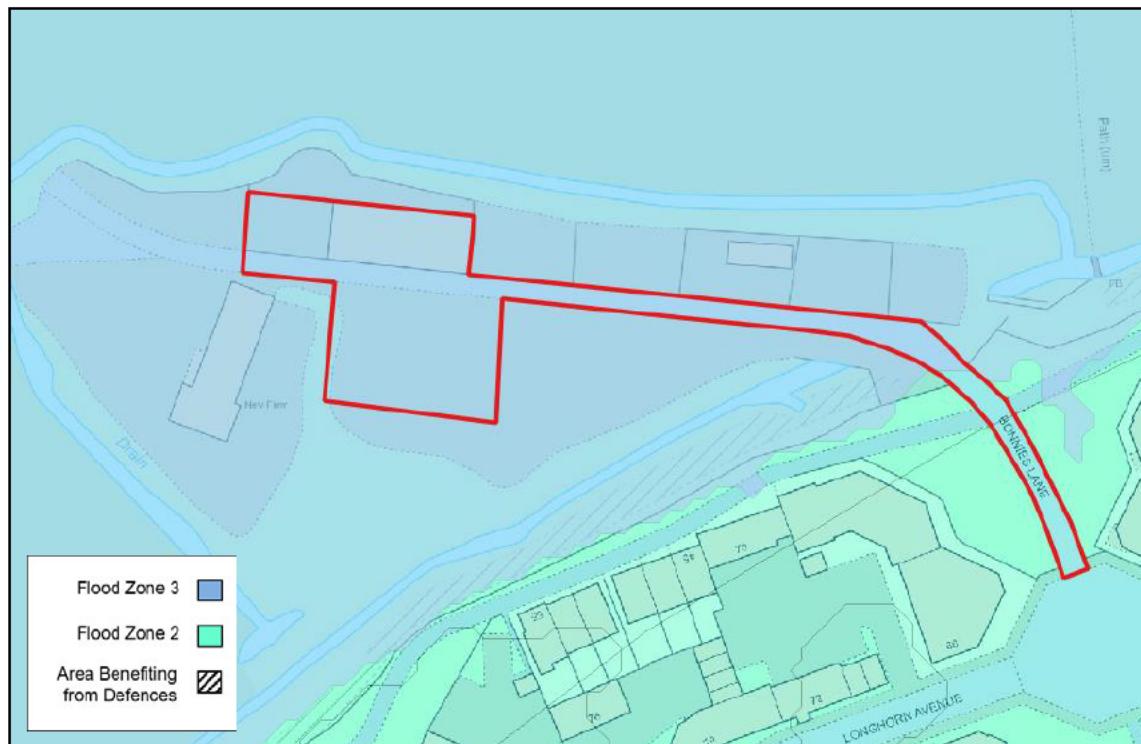


### 3 Development Vulnerability and Flood Zone Classification

#### National Planning Policy Framework (NPPF)

- 3.1 Local Planning Authorities, (LPA) have a statutory obligation to consult the Environment Agency, (EA) on all applications in flood risk zones. The EA will consider the effects of flood risk in accordance with the NPPF.
- 3.2 NPPF requires that, as part of the planning process:
  - A 'site specific' Flood Risk Assessment will be undertaken for any site that has a flood risk potential.
  - Flood risk potential is minimised by applying a 'sequential approach' to locating 'vulnerable' land uses.
  - Sustainable drainage systems are used for surface water disposal where practical.
  - Flood risk is managed through the use of flood resilient and resistant techniques.
  - Residual risk is identified and safely managed.
- 3.3 Table 1 of NPPF, categorises flood zones into:
  - Zone 1- Low risk, less than 0.1% Annual Event Probability (AEP) (< 1 in 1000 years)
  - Zone 2- Medium risk, 0.1% AEP (1 in 1000 - 1 in 100 years)
  - Zone 3a- High risk, 1% AEP (> 1 in 100 years)
  - Zone 3b- High risk - Functional Floodplain, 5% AEP (>1 in 20 years)
- 3.4 The Environment Agency Flood Zones are the current best information on the extent of the extremes of flooding from rivers or the sea that would occur without the presence of flood defences, since these can be breached, overtapped and may not be in existence for the lifetime of a development.
- 3.5 The majority of the application site is shown to lie within Flood Zone 3 as shown on the Environment Agency Flood Map for Planning<sup>6</sup> and **Figure 3.1**. This is the area shown to be at high risk of river/sea flooding associated with the River Severn and River Twyver. A section of Bonnie's Lane in the east of the site is located in Flood Zone 2, which is the area at medium risk of flooding. The building subject to the change if use in located in Flood Zone 3.

<sup>6</sup> <https://flood-map-for-planning.service.gov.uk/>



**Figure 3.1: Flood Map for Planning**

3.6 Agricultural uses and the proposed car workshop development are considered to be 'less vulnerable' in terms of its land use type flood risk vulnerability as shown in Table 2 of the PPG<sup>7</sup>. The NPPF sets out a matrix indicating the flood risk vulnerability types of development that are acceptable in different flood zones based upon the Flood Map for Planning as shown in **Table 3.1**.

Flood Zones	Flood Risk Vulnerability Classification				
	Essential Infrastructure	Highly Vulnerable	More Vulnerable	Less Vulnerable	Water Compatible
Zone 1	✓	✓	✓	✓	✓
Zone 2	✓	Exception Test Required	✓	✓	✓
Zone 3a	Exception Test Required	✗	Exception Test Required	✓	✓
Zone 3b	Exception Test Required	✗	✗	✗	✓

Table 3.1: Land Use Vulnerability & Flood Zone Compatibility

<sup>7</sup> <https://www.gov.uk/guidance/flood-risk-and-coastal-change#flood-zone-and-flood-risk-tables>



3.7 The application is for a 'change of use' and therefore in accordance with paragraph 164 of the NPPF, an Exception Test will not be required. This approach recognises the importance in allowing continued appropriate uses for the occupancy of existing buildings.



## 4 Site Specific Flooding

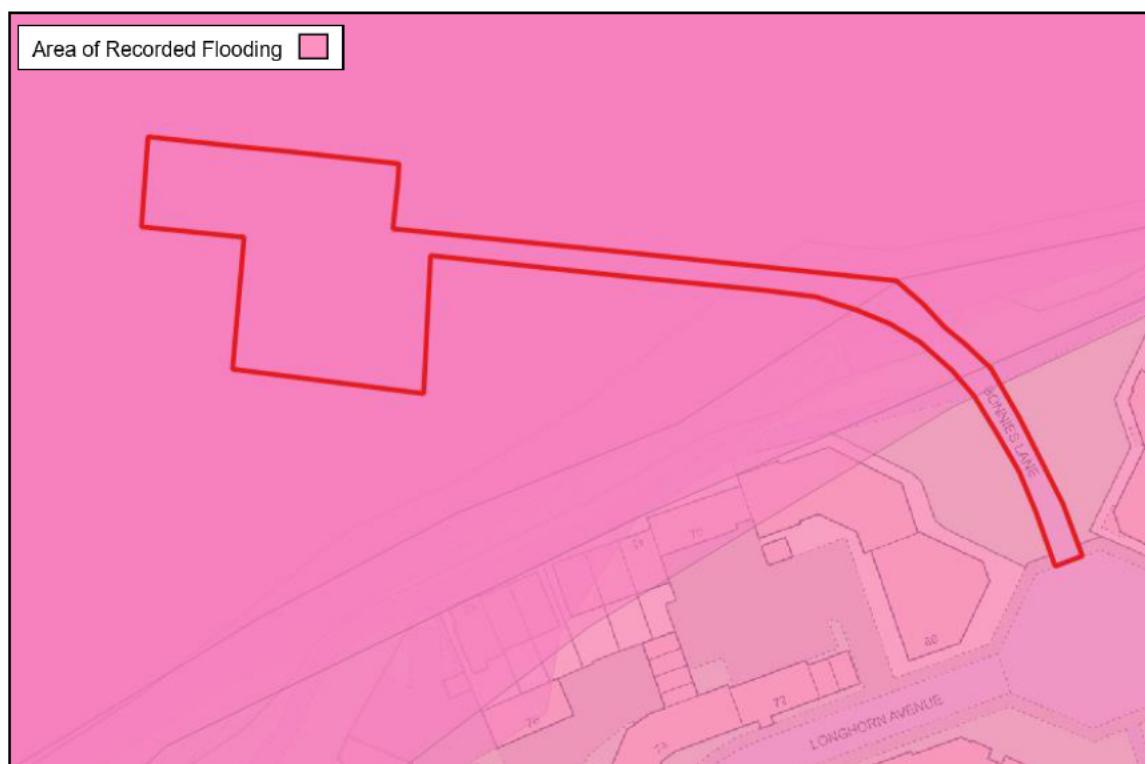
### National Planning Policy Framework (NPPF)

4.1 In accordance with the National Planning Policy Framework, this Flood Risk Assessment considers all sources of flooding including:

- i) Tidal flooding – from sea;
- ii) Fluvial flooding – from rivers and streams;
- iii) Pluvial flooding – overland surface water flow and exceedance;
- iv) Groundwater flooding – from elevated groundwater levels or springs;
- v) Flooding from sewers – exceedance flows from existing sewer systems; and
- vi) Artificial sources – reservoirs, canals etc.

### Historic Flooding

4.2 The site is located within an area that has reportedly been affected by flooding on a number of occasions including the March 1947 and July 2007 flood events as displayed on **Figure 4.1**, taken from freely available Environment Agency mapping.



**Figure 4.1: Recorded Flood Outline**



### Tidal/Fluvial Flooding

- 4.3 Inundation of low lying coastal areas by the sea may be caused by seasonal high tides, storm surges and storm driven wave action. Tidal flooding is most commonly a result of a combination of two or more of these mechanisms, which can result in the overtopping or breaching of sea defences. River systems may also be subject to tidal influences.
- 4.4 Flooding from watercourses occurs when flows exceed the capacity of the channel, or where a restrictive structure is encountered, which leads to water overtopping the banks into the floodplain. This process can be exacerbated when debris is mobilised by high flows and accumulates at structures.
- 4.5 The site is located within Flood Zone 3 as shown on **Figure 3.1**. This is the area shown to be at high risk of flooding associated with the River Severn and River Twyver.
- 4.6 The River Severn is considered to pose the overriding risk to the site and is tidally influenced at the site location but not tidally dominant based upon Environment Agency River Severn flood model mapping.
- 4.7 Flood data obtained from the Environment Agency is displayed in **Table 4.1** and included in **Appendix C**. The EA Severn Model node that has been referred to in previous planning applications related to the site (most recently in 2018 under reference 18/00527//FUL) and accepted is ref LCR18. This is the upstream node in relation to fluvial flooding and parallel to the site location when considering tidal flooding.

20yr	100yr (fluvial) (mAOD)	200yr (tidal) (mAOD)	100yr+CC fluvial (2020) (mAOD)	200yr+CC (tidal) (2020) (mAOD)	100yr+ CC fluvial (2070) (mAOD)	200yr+ CC (tidal) (2070) (mAOD)	1000yr (fluvial) (mAOD)
No info	10.80	10.45	10.98	10.47	11.23	10.60	11.41

**Table 4.1: River Severn Flood Model Data**

- 4.8 Comparing the EA data flood levels in the table above to the ground levels within the site area identifies the proposed workshop and existing building is located outside the 1 in 200/100 year return period floodplain (tidal and fluvial) that defines the extent of Flood Zone 3. The building is located at a height of 10.94mAOD at its lowest to the north west, with higher ground levels above 11mAOD to the east. The existing finished floor level is 10.92mAOD so would also prevent ingress of high risk flood event fluvial flood levels.



- 4.9 The access road (Bonnie's Lane) into the site is at a height of 10.96-11.13mAOD between the access bridge over the River Twyver and the proposed workshop building. This land is also higher than the flood level that could be experienced in a 1 in 200/100 year event.
- 4.10 The only areas within the redline application site boundary that are lower than the 10.8mAOD 1 in 100 year fluvial flood level are the north eastern corner of the site, north of the existing building to be converted and within the western extent of the site. So, the majority of the site is elevated above the area that could be affected by such an event.
- 4.11 When considered the potential effects of climate change over the lifetime of a commercial premises such as that proposed it is appropriate to consider the EA flood data provided for up to the year 2070. Due to the nature of the proposed development being of a 'less vulnerable' classification, as defined by Table 2<sup>8</sup> in the National Planning Policy Framework (NPPF) planning guidance; it is appropriate to consider the 'higher central' climate change allowance.
- 4.12 Comparing the fluvial flood level for the 1 in 100 year plus climate change event (11.23mAOD) to the site ground levels identifies the whole site, with the exception of Bonnie's Lane near the junction with Longhorn Avenue, could be flooded including the building subject to the application.

### Pluvial Flooding

- 4.13 Pluvial flooding can occur during prolonged or intense storm events when the infiltration potential of soils, or the capacity of drainage infrastructure is overwhelmed leading to the accumulation of surface water and the generation of overland flow routes.
- 4.14 Risk of flooding from surface water mapping has been prepared<sup>9</sup>, this shows the potential flooding which could occur when rainwater does not drain away through the normal drainage systems or soak into the ground but lies on or flows over the ground instead.
- 4.15 The Surface Water (Pluvial) Flood map provided by the Environment Agency (**Figure 4.1**) indicates that the entire site is at very low risk of flooding with small areas to the east of the site identified to be at low risk. These areas are associated with the presence of

<sup>8</sup> <https://www.gov.uk/guidance/flood-risk-and-coastal-change#flood-zone-and-flood-risk-tables>

<sup>9</sup> <https://flood-warning-information.service.gov.uk/long-term-flood-risk/map>



the channel of the River Twyver and the lowest topographical area in relation to the site. No risk is posed to the site access or the building subject to the change of use application.



**Figure 4.1: Environment Agency Surface Water Flooding Map**

### Groundwater Flooding

4.16 Groundwater flooding occurs when the water table rises above ground elevations. It is most likely to happen in low lying areas underlain by permeable geology. This may be regional scale chalk or sandstone aquifers, or localised deposits of sands and gravels underlain by less permeable strata such as that in a river valley.

4.17 Mapping available from the Department for Environment, Food & Rural Affairs (DEFRA) Magic Mapping Service<sup>10</sup> shows that the site is located in a Secondary Undifferentiated Aquifer. This designation has been assigned in cases where it has not been possible to attribute either category A or B to a rock type. In most cases, this means that the layer in question has previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type.

4.18 The underlying geology is identified as Blue Lias clay mudstone with a high water table due to the soils present.

<sup>10</sup> <https://magic.defra.gov.uk/MagicMap.aspx>



4.19 The Gloucestershire County Council LFRMS mapping in relation to groundwater flood risk susceptibility, suggests the site is located within an area at medium to high susceptibility of flooding from this source. However, no specific information has been obtained/reviewed to suggest the site has experienced groundwater flooding in the recent past.

4.20 Should groundwater emergence occur it would likely be on land outside of and immediately surrounding the site, which is at a lower level rather than affecting the site and specifically the location of the building subject to the application.

### Flooding from Sewers

4.21 Sewer flooding can occur when the capacity of the infrastructure is exceeded by excessive flows, or as a result of a reduction in capacity due to collapse or blockage, or if the downstream system becomes surcharged. This can lead to the sewers flooding onto the surrounding ground via manholes and gullies, which can generate overland flows.

4.22 As displayed on the sewer records in **Appendix B**, there are no public sewers crossing or adjacent to the building that would pose a flood risk.

### Flooding from Artificial Sources

#### Reservoirs

4.23 Flooding can occur from large waterbodies or reservoirs if they are impounded above the surrounding ground levels or are used to retain water in times of flood. Although unlikely, reservoirs and large waterbodies could overtop or breach leading to rapid inundation of the downstream floodplain.

4.24 To help identify this risk, reservoir failure flood risk mapping has been prepared<sup>11</sup>, this shows the largest area that might be flooded if a reservoir were to fail and release the water it holds. The map displays a worst case scenario and is only intended as a guide. This identifies the site is not at risk from this source.

<sup>11</sup> <https://flood-warning-information.service.gov.uk/long-term-flood-risk/map>



## 5 Flood Mitigation Measures

- 5.1 It is important to demonstrate that future users will not be at risk from flood hazards during the lifetime of the development, as well as ensuring that flood risk is not increased elsewhere.
- 5.2 The proposed development includes for a change of use of the existing permitted building. The development will therefore not result in any increase in flood risk elsewhere as no loss of floodplain will occur.
- 5.3 As a change of use to a proposal with the same flood risk vulnerability is sought then the application does not pose a greater flood risk to people and human health in view of flood risk.
- 5.4 The site is identified to be wholly within Flood Zone 3 on the EA Flood Map for Planning. However, this assessment has determined the majority of the site lies outside the high risk floodplain based on specific flood level data and that the current building is located within the 1 in 1000 year floodplain, so this area can be considered to be Flood Zone 2. The principle of less vulnerable development proposals are considered suitable within Flood Zone 3a and Flood Zone 2 locations.

### Finished Floor Levels (FFLs)

- 5.5 In accordance with Environment Agency guidance, finished floor levels (FFLs) should (where possible) be set a minimum of 600mm above the 100 year climate change allowance flood levels for the site. The current building FFL is at 10.92mAOD and raised above the flood level that could be encountered in a high risk, 1 in 100 year fluvial event. So, in the present day is protected from this flood event.
- 5.6 To set FFLs at the recommended height, account for climate change and include the freeboard suggested would entail a FFL of 11.83mAOD, which is considerably higher, 910mm than the current FFL. To raise the floor height to this level is not feasible as part of the proposal. Instead, it is proposed to use flood resilience measures designed around accepting the risk of flooding to the site.
- 5.7 Resilience measures are either an integral part of the building or features inside the building. Flood resilient buildings are designed to reduce the impact of flood water entering the building to restrict permanent damage, ensure structural integrity is maintained and to assist with drying and cleaning following flooding.



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5.8 Flood resilience measures to be considered include low permeability construction materials, raised electrical fixtures and fittings and temporary flood defence door barriers.

### Access and Egress

5.9 Safe pedestrian access/egress is not available to and from the site when considering the 1 in 100 year event plus climate change flood levels over the design lifetime of the development.

5.10 It is advised as a precautionary measure that the end users of the proposed development register for the Environment Agency free Flood Warning service. This can allow valuable preparation in the event of a flood.

5.11 It is recommended that a flood plan for the site should be prepared to minimise the risk of flooding to site users. This should include the actions to be taken before, during and after a flood. Further details for preparing a flood plan can be found at: <https://www.gov.uk/prepare-for-flooding/future-flooding>.

5.12 The site should be evacuated and closed, with future bookings postponed if either a flood warning indicates that this is appropriate action, or if advised to do so by the Environment Agency, Lead Local Flood Authority, or a Category 1 responder.

5.13 Appropriate signage shall be erected around the site/building to advise all users of preparation and action for flood events. Refer to below recommended signage which can be downloaded via the EA flood warning website.

### Drainage

5.14 As the proposal involves a change of use of the existing building, there are no changes to the current means of surface and foul drainage disposal that would require additional drainage details to be submitted.

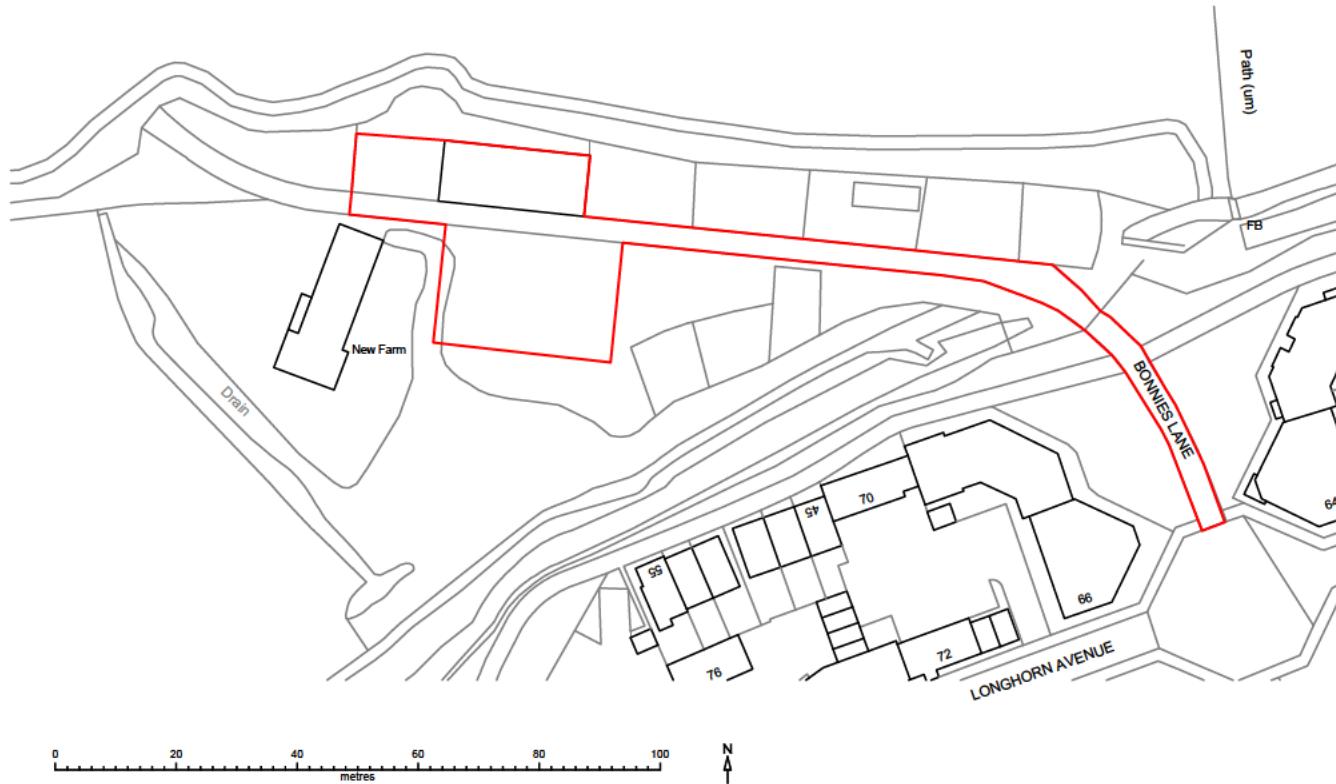


## 6 Summary and Conclusion

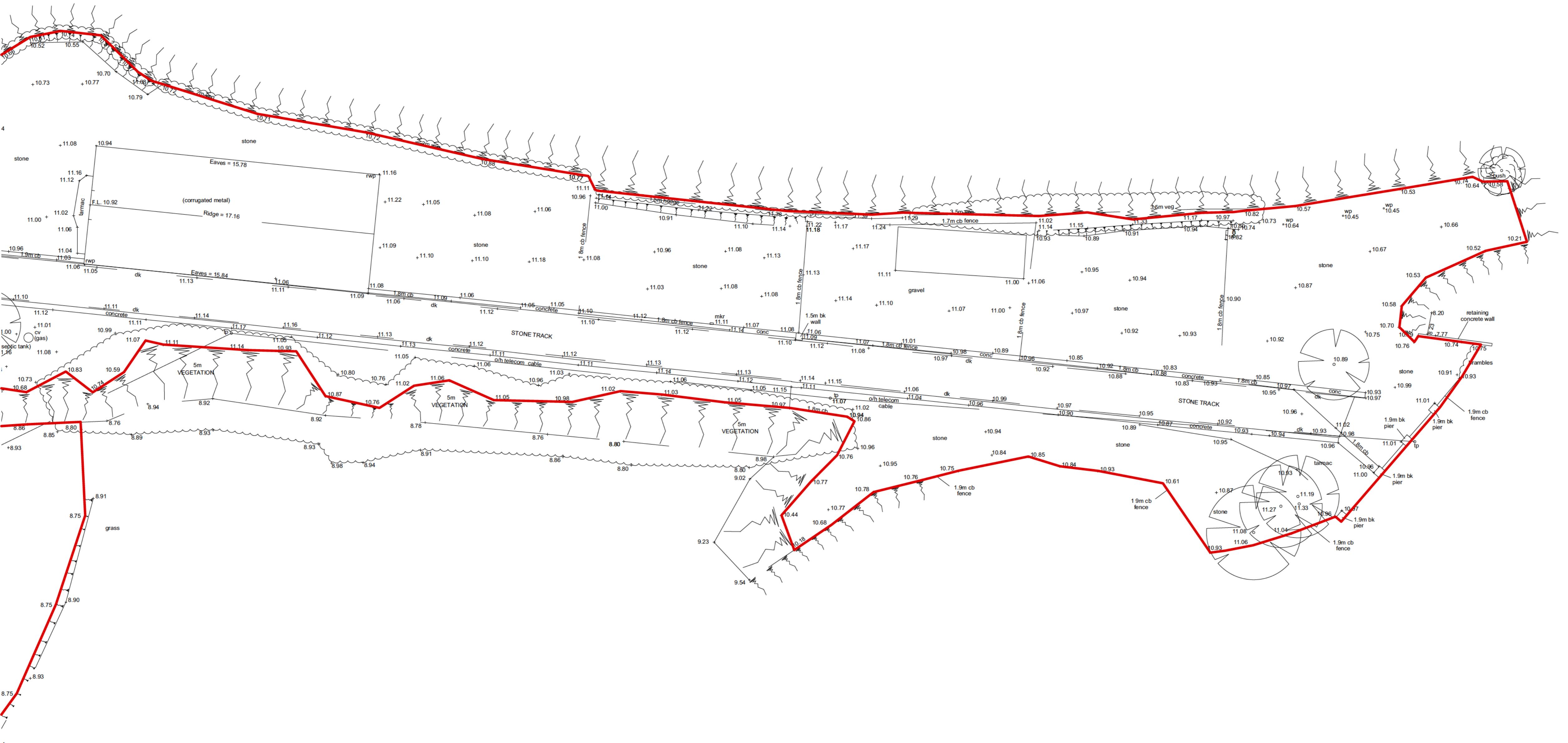
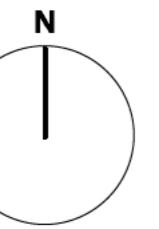
- 6.1 Cotswold Transport Planning were appointed by [REDACTED] to produce a Flood Risk Assessment (FRA) for a proposed commercial change of use development at Severnside Farm, Gloucester.
- 6.2 This assessment has considered the risks of all types of flooding to the site including tidal, fluvial, surface, groundwater, sewer and artificial sources and provides mitigation measures to ensure that the flood risk to the site is minimised and that flood risk off-site is not increased.
- 6.3 As the proposed development is for a change of use, retaining a less vulnerable use, the development will not increase flood risk elsewhere and the flood risk vulnerability of the proposal will not increase. A Sequential Test and Exception Test is not required on this basis.
- 6.4 The site is identified to be located within Flood Zone 3 based upon the Environment Agency Flood Map for Planning. Review of the ground levels on site in comparison to River Severn flood model data identifies the majority of the site is outside the high risk floodplain area that defines the extent of Flood Zone 3; and can be considered to lie partially within Flood Zone 3 and wholly within Flood Zone 2 on this basis. Flood Zone 2 locations are considered to be appropriate for less vulnerable development.
- 6.5 Safe dry pedestrian access and egress is not considered to be available to and from the site in consideration of a high risk flood event accounting for the predicted effects of climate change. Inclusion of flood evacuation plan measures can be included as part of business continuity planning based on receipt of Environment Agency flood warnings in order to safely leave the site if required before the onset of flooding.
- 6.6 The existing building finished floor level is set above the corresponding high risk flood level that defines the extent of Flood Zone 3. To account for the effects of climate change it is recommended flood resilience measures shall be incorporated.
- 6.7 In compliance with the requirements of the National Planning Policy Framework, and subject to the mitigation measures proposed, the development will not cause or be subject to significant flood risk issues.

## **Appendix A**

### **Existing & Proposed Development Plans**



- 1 Do not scale off this drawing.
- 2 Any discrepancies to be referred to the Architect.
- 3 This drawing is to be read in conjunction with all relevant specifications and other drawings issued by the Architect, and other specialists.
- 4 This drawing is copyright and is not to be reproduced without RRA permission.
- 5 IF IN DOUBT, ASK.



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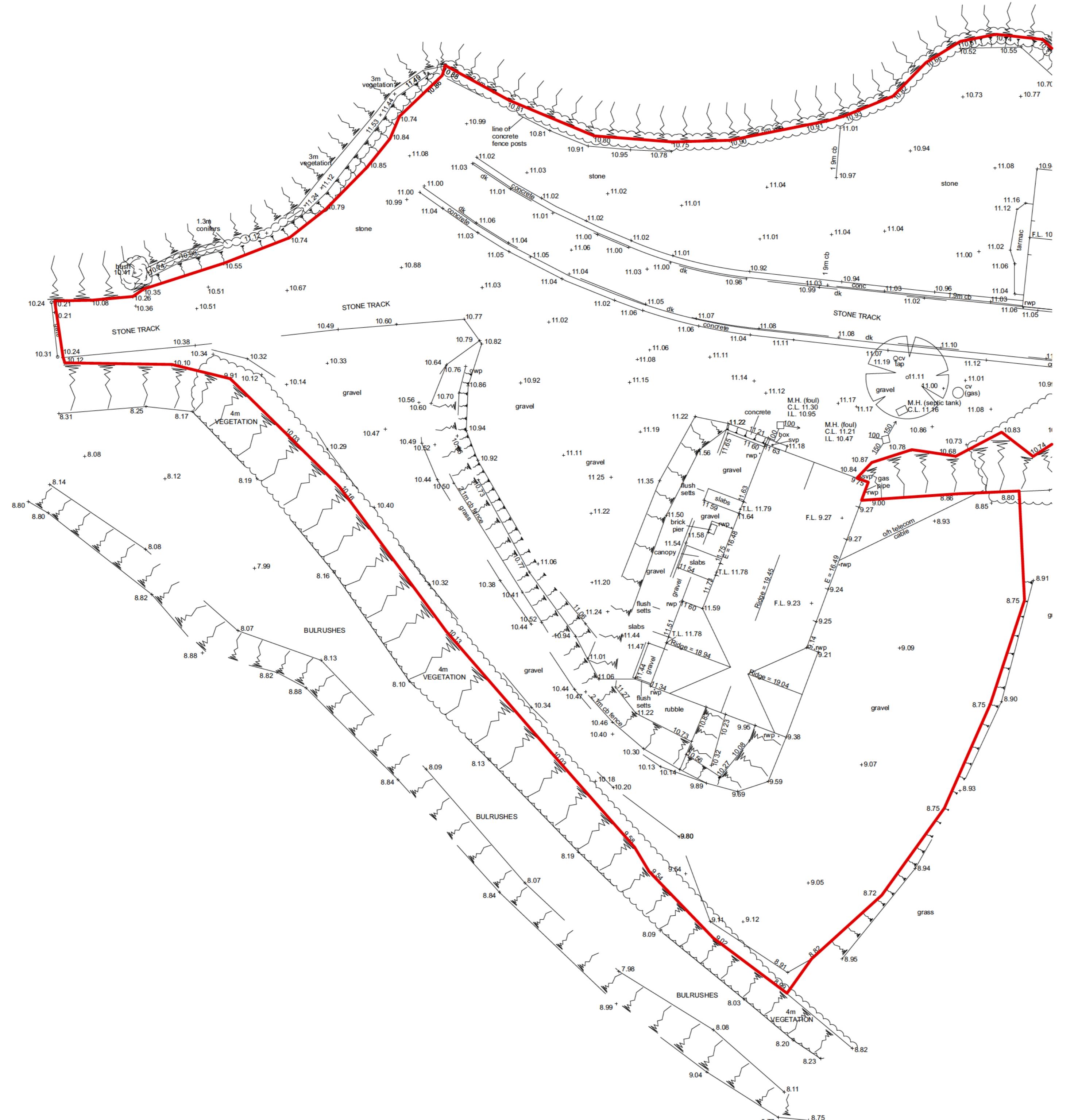
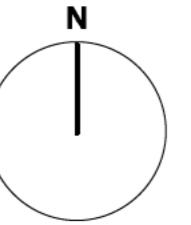
## Client:

## Project :

Drawing Title :  
Existing Site Layout Plan 1

Status Local Authority	Date April 2018	Drawn By ORS
Drawing No. 2696 P(0) 02	Revision -	Scale 1:200 @ A1

- 1 Do not scale off this drawing.
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- 3 This drawing is to be read in conjunction with all relevant specifications and other drawings issued by the Architect, and other specialists.
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## Client :

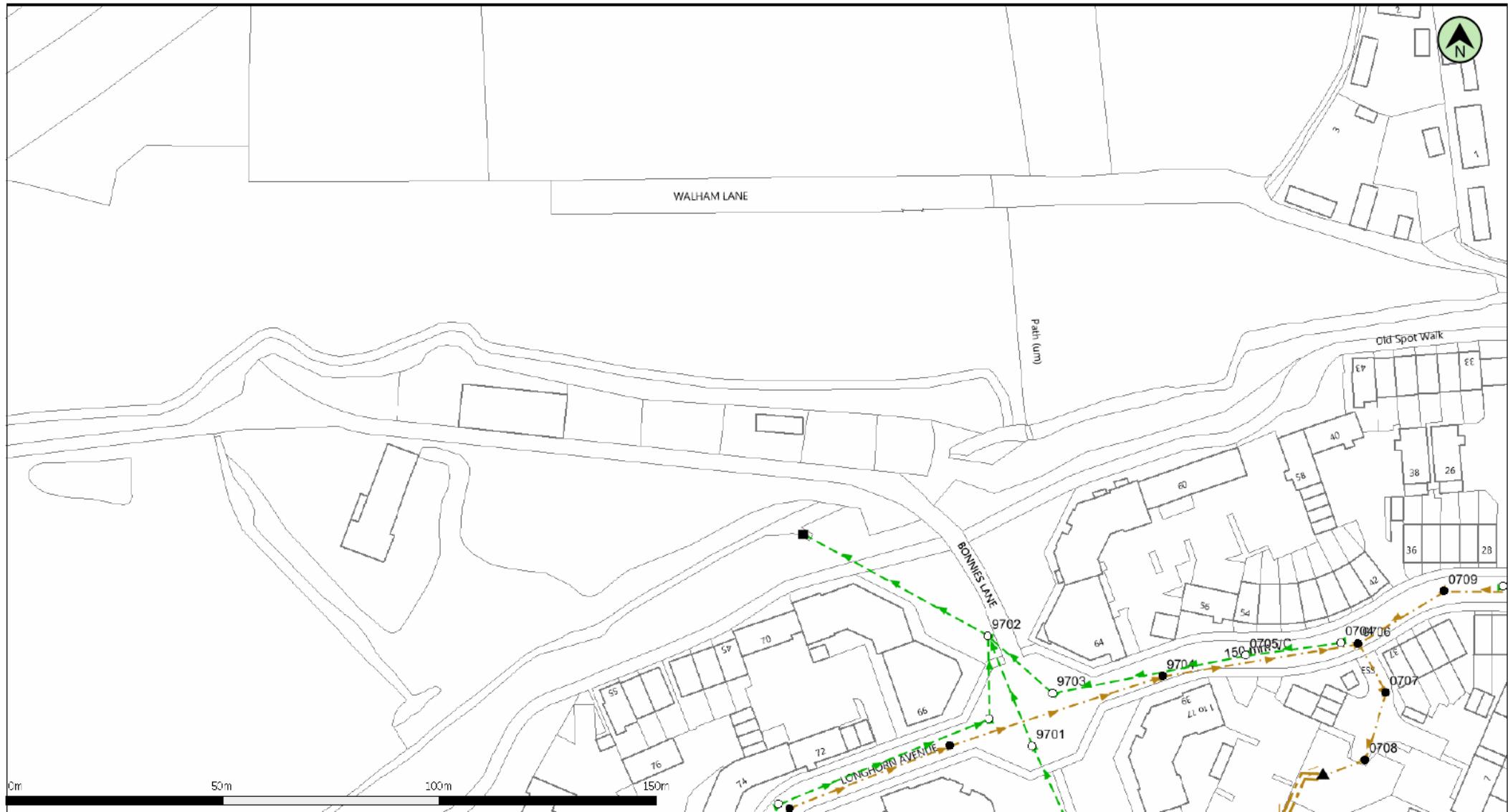
Project :  
and at Severnside Farm

Drawing Title :  
Existing Site Layout Plan 2

Status Local Authority	Date April 2018	Drawn By ORS
Drawing No. 2696 P(0) 03	Revision -	Scale 1:200 @ A1

## **Appendix B**

### **Water Company Information**



(c) Crown copyright and database rights 2021 Ordnance Survey 100031673

Date: 24/05/21

Scale: 1:1250

Map Centre: 382892,219784

Data updated: 14/05/21

Our Ref: 564455 - 1

Wastewater Plan A4

Do not scale off this Map. This plan and any information supplied with it is furnished as a general guide, is only valid at the date of issue and no warranty as to its correctness is given or implied. In particular this plan and any information shown on it must not be relied upon in the event of any development or works (including but not limited to excavations) in the vicinity of SEVERN TRENT WATER assets or for the purposes of determining the suitability of a point of connection to the sewerage or distribution systems. On 1 October 2011 most private sewers and private lateral drains in Severn Trent Water's sewerage area, which were connected to a public sewer as at 1 July 2011, transferred to the ownership of Severn Trent Water and became public sewers and public lateral drains. A further transfer takes place on 1 October 2012. Private pumping stations, which form part of these sewers or lateral drains, will transfer to ownership of Severn Trent Water on or before 1 October 2016. Severn Trent Water does not possess complete records of these assets. These assets may not be displayed on the map. Reproduction by permission of Ordnance Survey on behalf of HMSO. © Crown Copyright and database right 2004. All rights reserved. Ordnance Survey licence number: 100031673. Document users other than SEVERN TRENT WATER business users are advised that thi

Public Foul Gravity/Lateral Drain	-> -> ->	Highway Drain	-> ->	Manhole Foul	●
Public Combined Gravity/Lateral Drain	-> -> ->	Overflow Pipe	-> -> ->	Manhole Surface	○
Public Surface Water Gravity/Lateral Drain	-> -> ->	Disposal Pipe	-> -> ->	Abandoned Pipe	- - -
Pressure Foul	- - -	Culverted Water Course	- - -	Section 104 sewers are shown in green	
Pressure Combined	- - -	Pumping Station	▲ ▲ ▲	Private sewers are shown in magenta	
Pressure Surface Water	- - -	Fitting	■		

ben.fleming@cotswoldtp.co.uk

21-0344

## GENERAL CONDITIONS AND PRECAUTIONS TO BE TAKEN WHEN CARRYING OUT WORK ADJACENT TO SEVERN TRENT WATER'S APPARATUS

Please ensure that a copy of these conditions is passed to your representative and/or your contractor on site. If any damage is caused to Severn Trent Water Limited (STW) apparatus (defined below), the person, contractor or subcontractor responsible must inform STW immediately on:

**0800 783 4444 (24 hours)**

- a) These general conditions and precautions apply to the public sewerage, water distribution and cables in ducts including (but not limited to) sewers which are the subject of an Agreement under Section 104 of the Water Industry Act 1991(a legal agreement between a developer and STW, where a developer agrees to build sewers to an agreed standard, which STW will then adopt); mains installed in accordance with an agreement for the self-construction of water mains entered into with STW and the assets described at condition b) of these general conditions and precautions. Such apparatus is referred to as "STW Apparatus" in these general conditions and precautions.
- b) Please be aware that due to The Private Sewers Transfer Regulations June 2011, the number of public sewers has increased, but many of these are not shown on the public sewer record. However, some idea of their positions may be obtained from the position of inspection covers and their existence must be anticipated.
- c) On request, STW will issue a copy of the plan showing the approximate locations of STW Apparatus although in certain instances a charge will be made. The position of private drains, private sewers and water service pipes to properties are not normally shown but their presence must be anticipated. This plan and the information supplied with it is furnished as a general guide only and STW does not guarantee its accuracy.
- d) STW does not update these plans on a regular basis. Therefore the position and depth of STW Apparatus may change and this plan is issued subject to any such change. Before any works are carried out, you should confirm whether any changes to the plan have been made since it was issued.
- e) The plan must not be relied upon in the event of excavations or other works in the vicinity of STW Apparatus. It is your responsibility to ascertain the precise location of any STW Apparatus prior to undertaking any development or other works (including but not limited to excavations).
- f) No person or company shall be relieved from liability for loss and/or damage caused to STW Apparatus by reason of the actual position and/or depths of STW Apparatus being different from those shown on the plan.

In order to achieve safe working conditions adjacent to any STW Apparatus the following should be observed:

1. All STW Apparatus should be located by hand digging prior to the use of mechanical excavators.
2. All information set out in any plans received from us, or given by our staff at the site of the works, about the position and depth of the mains, is approximate. Every possible precaution should be taken to avoid damage to STW Apparatus. You or your contractor must ensure the safety of STW Apparatus and will be responsible for the cost of repairing any loss and/or damage caused (including without limitation replacement parts).
3. Water mains are normally laid at a depth of 900mm. No records are kept of customer service pipes which are normally laid at a depth of 750mm; but some idea of their positions may be obtained from the position of stop tap covers and their existence must be anticipated.

4. During construction work, where heavy plant will cross the line of STW Apparatus, specific crossing points must be agreed with STW and suitably reinforced where required. These crossing points should be clearly marked and crossing of the line of STW Apparatus at other locations must be prevented.
5. Where it is proposed to carry out piling or boring within 20 metres of any STW Apparatus, STW should be consulted to enable any affected STW Apparatus to be surveyed prior to the works commencing.
6. Where excavation of trenches adjacent to any STW Apparatus affects its support, the STW Apparatus must be supported to the satisfaction of STW. Water mains and some sewers are pressurised and can fail if excavation removes support to thrust blocks to bends and other fittings.
7. Where a trench is excavated crossing or parallel to the line of any STW Apparatus, the backfill should be adequately compacted to prevent any settlement which could subsequently cause damage to the STW Apparatus. In special cases, it may be necessary to provide permanent support to STW Apparatus which has been exposed over a length of the excavation before backfilling and reinstatement is carried out. There should be no concrete backfill in contact with the STW Apparatus.
8. No other apparatus should be laid along the line of STW Apparatus irrespective of clearance. Above ground apparatus must not be located within a minimum of 3 metres either side of the centre line of STW Apparatus for smaller sized pipes and 6 metres either side for larger sized pipes without prior approval. No manhole or chamber shall be built over or around any STW Apparatus.
9. A minimum radial clearance of 300 millimetres should be allowed between any plant or equipment being installed and existing STW Apparatus. We reserve the right to increase this distance where strategic assets are affected.
10. Where any STW Apparatus coated with a special wrapping is damaged, even to a minor extent, STW must be notified and the trench left open until the damage has been inspected and the necessary repairs have been carried out. In the case of any material damage to any STW Apparatus causing leakage, weakening of the mechanical strength of the pipe or corrosion-protection damage, the necessary remedial work will be recharged to you.
11. It may be necessary to adjust the finished level of any surface boxes which may fall within your proposed construction. Please ensure that these are not damaged, buried or otherwise rendered inaccessible as a result of the works and that all stop taps, valves, hydrants, etc. remain accessible and operable. Minor reduction in existing levels may result in conflict with STW Apparatus such as valve spindles or tops of hydrants housed under the surface boxes. Checks should be made during site investigations to ascertain the level of such STW Apparatus in order to determine any necessary alterations in advance of the works.
12. With regard to any proposed resurfacing works, you are required to contact STW on the number given above to arrange a site inspection to establish the condition of any STW Apparatus in the nature of surface boxes or manhole covers and frames affected by the works. STW will then advise on any measures to be taken, in the event of this a proportionate charge will be made.
13. You are advised that STW will not agree to either the erection of posts, directly over or within 1.0 metre of valves and hydrants,
14. No explosives are to be used in the vicinity of any STW Apparatus without prior consultation with STW.

#### **TREE PLANTING RESTRICTIONS**

There are many problems with the location of trees adjacent to sewers, water mains and other STW Apparatus and these can lead to the loss of trees and hence amenity to the area which many people may have become used to. It is best if the problem is not created in the first place. Set out below are the recommendations for tree planting in close proximity to public sewers, water mains and other STW Apparatus.

15. Please ensure that, in relation to STW Apparatus, the mature root systems and canopies of any tree planted do not and will not encroach within the recommended distances specified in the notes below.
16. Both Poplar and Willow trees have extensive root systems and should not be planted within 12 metres of a sewer, water main or other STW Apparatus.

17. The following trees and those of similar size, be they deciduous or evergreen, should not be planted within 6 metres of a sewer, water main or other STW Apparatus. E.g. Ash, Beech, Birch, most Conifers, Elm, Horse Chestnut, Lime, Oak, Sycamore, Apple and Pear. Asset Protection Statements Updated May2014

18. STW personnel require a clear path to conduct surveys etc. No shrubs or bushes should be planted within 2 metre of the centre line of a sewer, water main or other STW Apparatus.

19. In certain circumstances, both STW and landowners may wish to plant shrubs/bushes in close proximity to a sewer, water main or other STW Apparatus for screening purposes. The following are shallow rooting and are suitable for this purpose: Blackthorn, Broom, Cotoneaster, Elder, Hazel, Laurel, Privet, Quickthorn, Snowberry, and most ornamental flowering shrubs.



## **Appendix C**

### **Environment Agency Information**

# Product 4 (Detailed Flood Risk Data) for Severnside Farm, Gloucester, GL1 2DL

**Reference number:** 174455

**Date of issue:** 07 July 2020

## **Model Information**

The following information and attached maps contain a summary of the modelled information relevant to the area of interest. The information provided is based on the best available data as of the date of issue.

Model Name	Release Date
River Severn	2007

## **Flood Map for Planning (Rivers and Sea)**

The Flood Map for Planning (Rivers and Sea) indicates the area at risk of flooding, **assuming no flood defences exist**, for a flood event with a 0.5% chance of occurring in any year for flooding from the sea, or a 1% chance of occurring in any year for fluvial (river) flooding (Flood Zone 3). It also shows the extent of the Extreme Flood Outlines (Flood Zone 2) which represents the extent of a flood event with a 0.1% chance of occurring in any year, or the highest recorded historic extent if greater. The Flood Zones refer to the land at risk of flooding and **do not** refer to individual properties. It is possible for properties to be built at a level above the floodplain but still fall within the risk area.

The Flood Map only indicates the extent and likelihood of flooding from rivers or the sea. It should also be remembered that flooding may occur from other sources such as surface water, sewers, road drainage, etc.

To find out which flood zone a location is in please use: <https://flood-map-for-planning.service.gov.uk/>

## **Definition of flood zones**

- **Zone 1** - The area is within the lowest probability of flooding from rivers and the sea, where the chance of flooding in any one year is less than 0.1% (i.e. a 1000 to 1 chance).
- **Zone 2** - The area which falls between the extent of a flood with an annual probability of 0.1% (i.e. a 1000 to 1 chance) fluvial and tidal, or greatest recorded historic flood, whichever is greater, and the extent of a flood with an annual probability of 1% (i.e. a 100 to 1 chance) fluvial / 0.5% (i.e. a 200 to 1 chance) tidal. (Land shown in light blue on the Flood Map).
- **Zone 3** - The chance of flooding in any one year is greater than or equal to 1% (i.e. a 100 to 1 chance) for river flooding and greater than or equal to 0.5% (i.e. a 200 to 1 chance) for coastal and tidal flooding.

Note: The Flood Zones shown on the Flood Map for Planning (Rivers and Sea) do not take account of the possible impacts of climate change and consequent changes in the future probability of flooding. Reference should therefore also be made to the [Strategic Flood Risk Assessment](#) when considering location and potential future flood risks to developments and land uses.

## Areas Benefitting From Defences

Where possible we show the areas that benefit from the flood defences, in the event of flooding:

- from rivers with a 1% (1 in 100) chance in any given year, or;
- from the sea with a 0.5% (1 in 200) chance in any given year.

If the defences were not there, these areas would flood. Please note that we do not show all areas that benefit from flood defences.

The associated Dataset is available here: <https://data.gov.uk/dataset/flood-map-for-planning-rivers-and-sea-areas-benefiting-from-defences>

## **Node Data / Modelled Levels**

The node point map will show a selection of model node points near to your site. The tidal & fluvial levels for these node points are shown below.

### **Tidal Flood Levels (m AOD)**

The modelled levels are given in m AOD (N), m AOD indicates metres Above Ordnance Datum (Newlyn).

The information is taken from the model referenced above and does not include the updated climate change figures.

			Annual Exceedance Probability - Maximum Water Levels (m AOD) (defended)									
Node Label	Easting	Northing	20% Fluvial, 1.33% Tidal	20% Fluvial, 1% Tidal	20% Fluvial, 0.5% Tidal	20% Fluvial, 0.5% inc. 20% increase in inflows	20% Fluvial, 0.1% Tidal	1.33% Fluvial, 50% Tidal	1% Fluvial, 50% Tidal	1% Fluvial, 50% Tidal inc. 20% increase in inflows	0.5% Fluvial, 50% Tidal	0.1% Fluvial, 50% Tidal
LCR09	382915	220679	10.58	10.59	10.61	10.93	10.65	11.13	11.19	11.59	11.33	12.11
LCR11	382791	220501	10.58	10.59	10.60	10.93	10.65	11.14	11.21	11.54	11.34	12.02
LCR12	382632	220430	10.57	10.58	10.59	10.93	10.64	11.14	11.20	11.55	.11.31	12.00
LCR14	382219	220230	10.57	10.58	10.60	10.90	10.64	11.08	11.13	11.48	11.26	11.96
LCR16	382074	219913	10.55	10.56	10.57	10.88	10.61	11.07	11.13	11.49	11.25	11.95
LCR18	382191	219660	10.42	10.43	10.45	10.74	10.51	10.76	10.80	11.09	10.89	11.41
PUMPUS	382396	219418	10.47	10.48	10.50	10.83	10.56	10.94	11.00	11.36	11.12	11.84

## **Modelled Flood Extents**

Available modelled flood outlines produced as part of the detailed modelling have been provided to you in GIS format. These show modelled flood extents, not/taking into account flood defences. Climate change will increase flood risk due to overtopping of defences.

<https://ea.sharefile.com/d-s38674e346cc471f8>

## **Climate Change**

The '[Flood Risk Assessments: Climate Change Allowances](#)' are published on gov.uk. This is in replacement of previous climate change allowances for planning applications. The data provided in this product does not include the new allowances. You will need to consider this data and factor in the new allowances to demonstrate the development will be safe from flooding. The climate change factors are now more complex and a single uplift percentage across England cannot be justified.

The Environment Agency will incorporate the new allowances into future modelling studies. For now it remains the applicant's responsibility to demonstrate through their proposal and flood risk assessments that new developments will be safe in flood risk terms for its lifetime.

## **Recorded Flood Outlines**

Please find tabulated information below for records of historic flood events.

Flood Event Date	Source of Flooding	Cause of Flooding
March 1947	Main River	Channel capacity exceeded (no raised defences)
January & February 1990	Main River	Channel capacity exceeded (no raised defences)
December 1992	Main River	Channel capacity exceeded (no raised defences)
November 2000	Main River	Channel capacity exceeded (no raised defences)
July 2007	Main River	Channel capacity exceeded (no raised defences)

The corresponding recorded flood outline/s can be accessed here:

<https://data.gov.uk/dataset/recorded-flood-outlines1>

The Recorded Flood Outlines take into account the presence of defences, structures, and other infrastructure where they existed at the time of flooding. It includes flood extents that may have been affected by overtopping, breaches or blockages. Any flood extents shown do not necessarily indicate

that properties were flooded internally. It is also possible that the pattern of flooding in this area has changed and that this area would now flood or not flood under different circumstances.

Please note that our records are not comprehensive and that the map is an indicative outline of areas which have previously flooded, not all properties within this area will have flooded. It is possible that other flooding may have occurred that we do not have records for.

You may also wish to contact your Local Authority or Internal Drainage Board (where relevant), to see if they have other relevant local flood information.

## **Defence Data**

Flood defences do not completely remove the chance of flooding. They can be overtapped by water levels which exceed the capacity of the defences.

If flood defences are located in your area, you can access this data here:

<https://data.gov.uk/dataset/spatial-flood-defences-including-standardised-attributes>

## **Supporting Information**

### **Surface Water**

Managing the risk of flooding from surface water is the responsibility of Lead Local Flood Authorities. The 'risk of flooding from surface water' map has been produced by the Environment Agency on behalf of government, using Lead Local Flood Authority surface water information.

You may wish to contact your Local Authority who may be able to provide information on surface water.

It is not possible to say for certain what the flood risk is but we use the best information available to provide an indication so that people can make informed choices about living with or managing the risks. The information we supply does not provide an indicator of flood risk at an individual site level. Further information can be found on the Agency's website:

<https://flood-warning-information.service.gov.uk/long-term-flood-risk/map>

### **Additional Details**

Further details about the Environment Agency information supplied can be found on the GOV.UK website:

<https://www.gov.uk/browse/environment-countryside/flooding-extreme-weather>

If you have requested this information to help inform a development proposal, then you should note the information on GOV.UK on the use of Environment Agency Information for Flood Risk Assessments:

<https://www.gov.uk/planning-applications-assessing-flood-risk>

<https://www.gov.uk/government/publications/pre-planning-application-enquiry-form-preliminary-opinion>

			Climate Change Scenarios – Maximum Water Levels (m AOD) (defended)								
Node Label	Easting	Northing	Fluvial 2020 HC	Tidal 2020 HC	Fluvial 2020 UE	Tidal 2020 UE	Fluvial 2040 HC	Tidal 2040 HC	Fluvial 2040 UE	Tidal 2040 UE	
LCR09	382915	220679	11.45	10.62	11.64	10.63	11.64	10.66	11.90	10.67	
LCR12	382632	220430	11.42	10.61	11.59	10.62	11.59	10.64	11.82	10.66	
LCR14	382219	220230	11.36	10.61	11.53	10.62	11.53	10.65	11.77	10.66	
LCR16	382074	219913	11.36	10.62	11.53	10.62	11.53	10.65	11.77	10.66	
LCR18	382191	219660	10.98	10.47	11.11	10.48	11.11	10.51	11.28	10.53	
PUMPUS	382396	219418	11.23	10.52	11.39	10.53	11.39	10.56	11.64	10.58	
PUMPDS	382383	219328	11.04	10.46	11.18	10.47	11.18	10.50	11.37	10.52	
WESTUS	382427	219096	10.95	10.45	11.09	10.46	11.09	10.49	11.30	10.51	
WESTDS	382400	2190110	10.79	10.41	10.91	10.41	10.91	10.45	11.10	10.47	
LCR25	382480	218879	10.80	10.41	10.93	10.41	10.93	10.45	11.13	10.47	

			Climate Change Scenarios – Maximum Water Levels (m AOD) (defended)								
Node Label	Easting	Northing	Fluvial 2070 HC	Tidal 2070 HC	Fluvial 2070 UE	Tidal 2070 UE	Fluvial 2125 HC	Tidal 2125 HC	Fluvial 2125 UE	Tidal 2125 UE	
LCR09	382915	220679	11.82	10.73	12.40	10.77	11.82	10.92	12.40	11.06	
LCR12	382632	220430	11.75	10.72	12.27	10.76	11.75	10.92	12.27	11.07	
LCR14	382219	220230	11.69	10.72	12.22	10.76	11.69	10.91	12.22	11.06	
LCR16	382074	219913	11.69	10.72	12.22	10.76	11.69	10.91	12.22	11.06	
LCR18	382191	219660	11.23	10.60	11.55	10.65	11.23	10.83	11.55	11.01	
PUMPUS	382396	219418	11.56	10.65	12.09	10.70	11.56	10.88	12.09	11.04	
PUMPDS	382383	219328	11.31	10.59	11.67	10.65	11.31	10.83	11.67	11.01	
WESTUS	382427	219096	11.23	10.58	11.61	10.64	11.23	10.83	11.61	11.00	
WESTDS	382400	2190110	11.04	1054	11.36	10.60	11.04	10.79	11.36	10.98	
LCR25	382480	218879	11.07	10.55	11.39	10.60	11.07	10.79	11.39	10.98	

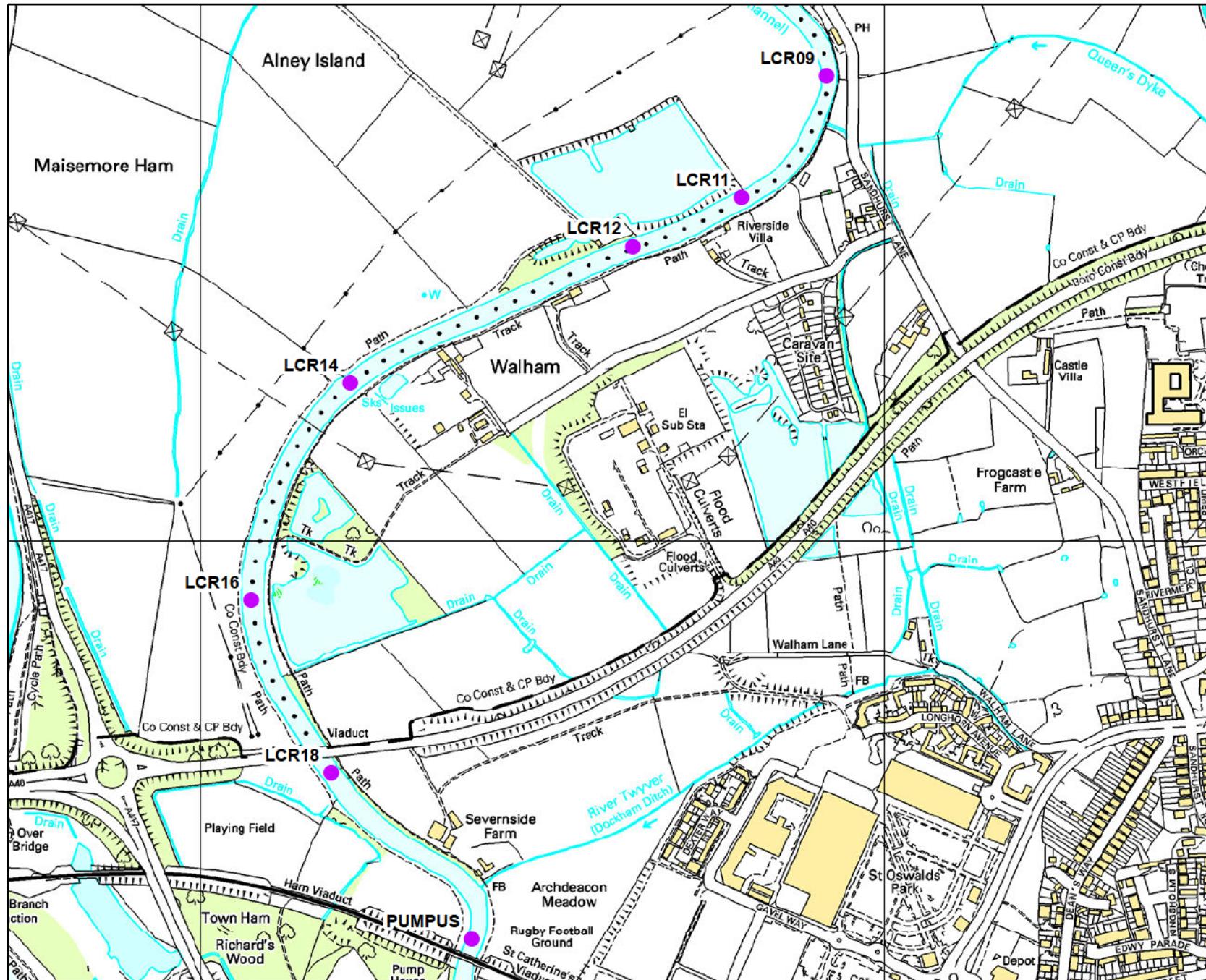
**Note;**

**All Climate Change levels detailed above represent respective high risk events in each instance (i.e. a 1% or 1 in 100 year for fluvial, 0.5% or 1 in 200 year for tidal).**

**HC = Higher Central**

**UE = Upper End**

# River Severn Model Node Point Map centred on GL1 2DL created 07/07/2020 [our ref. 174455]



1: 8000



## Legend

● River Severn Model Node Point

Search for a company or officer



[Advanced company search](#)

# CAR CONSORTIUM LTD

Company number **13451089**

[Follow this company](#)

[Overview](#)

[Filing history](#)

[People](#)

[More](#)

Registered office address

**New Farm Workshop Bonnies Lane, St Oswolds, Gloucester,  
Gloucestershire, United Kingdom, GL1 2BW**

Company status

**Dissolved**

Dissolved on

**20 December 2022**

Company type

**Private limited Company**

Incorporated on

**10 June 2021**

## Nature of business (SIC)

45112 - Sale of used cars and light motor vehicles

45200 - Maintenance and repair of motor vehicles

[Advanced company search](#)

# CAR CONSORTIUM LTD

Company number **13451089**

[Follow this company](#)

[Overview](#) [Filing history](#) [People](#) [More](#)

[Officers](#) [Persons with significant control](#)

## Filter officers

Current officers

**2 officers / 1 resignation**

### [PINALES ENCARNACION, Santa Sofy](#)

Correspondence address

New Farm Workshop, Bonnies Lane, St Oswolds, Gloucester, Gloucestershire, United Kingdom, GL1 2BW

Role	Date of birth	Appointed on
Director	October 1978	20 August 2021

Nationality	Country of residence
Spanish	England

### [STANTON, Lee Andrew](#)

Correspondence address

New Farm Workshop, Bonnies Lane, St Oswolds, Gloucester, Gloucestershire, United Kingdom, GL1 2BW

Role	RESIGNED	Date of birth	Appointed on	Resigned on
Director		May 1967	10 June 2021	28 August 2021

Nationality	Country of residence
British	England







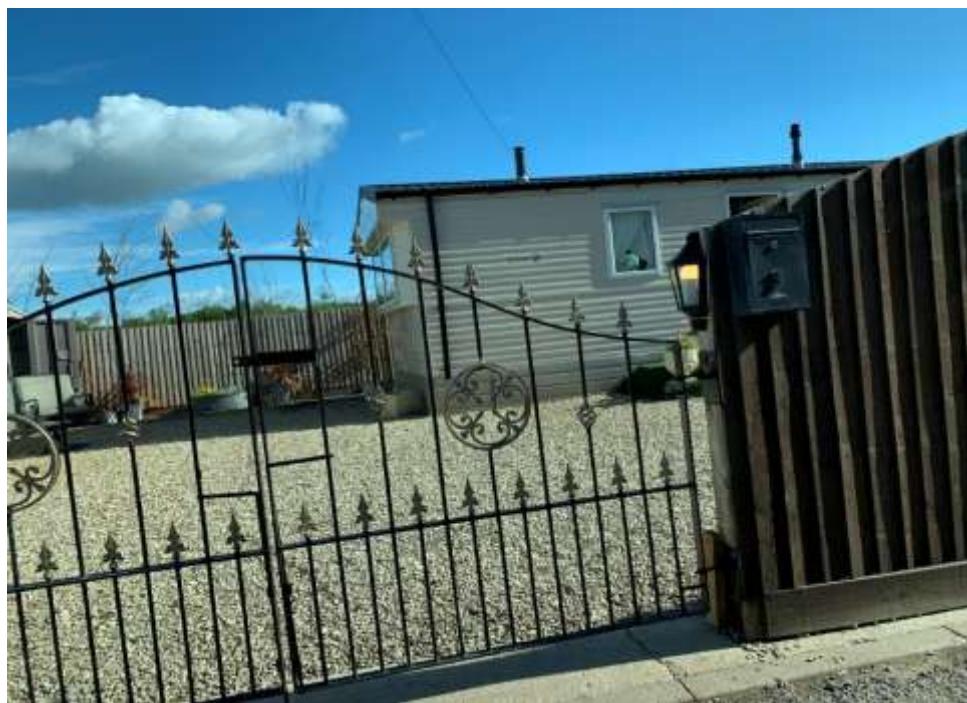
Plot 18



Plot 17



Plot 16



Plot 15



Plot 14



Area forward of the HMO – Left Hand side, this is a new plot that has been created



Rear of the HMO – Land around the garages for the HMO has been raised for Parking of Vehicles



Front Elevation of the HMO – New extension built



This is the area behind the Large Green Agricultural Barn – the static home that be seen is not being used for residential purposes.



Plot 8 – runs behind the track – Fly tipping





Plot 3B – Prince of Peace Site





Plot 3C – Recent fly tipping





Plot 4 – Touring Van and refrigeration unit on the land



THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 4 DEC 2025 AT 13:22:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, GLOUCESTER OFFICE.

TITLE NUMBER: GR348217

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

GLOUCESTERSHIRE : FOREST OF DEAN

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 5 Oak Tree Way, Newent (GL18 1UD).
- 2 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 1 October 2010 referred to in the Charges Register.
- 3 (11.10.2010) The Transfer dated 1 October 2010 referred to above contains provisions as to light or air and boundary structures and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (11.10.2010) PROPRIETOR: [REDACTED] and [REDACTED] of [REDACTED], Newent, Gloucestershire [REDACTED].
- 2 (11.10.2010) The price stated to have been paid on 1 October 2010 was £169,995.
- 3 (11.10.2010) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Meadfleet Limited (Co. Regn. No. 3022583) of Suite 1, Third Floor, Southgate House, St George's Way, Stevenage, Hertfordshire SG1 1HG.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights contained in a Conveyance of land lying to the south east of the land in this title dated 31 May 1973 made between (1) Eric George Freeman and Barrie Frederick Freeman and (2) Lloyds Bank Plc.

"EXCEPT AND RESERVING unto the Owners and their successors in title owners and occupiers for the time being of the green land the rights in fee simple set out in the First Schedule hereto

## C: Charges Register continued

### THE FIRST SCHEDULE

1. The rights to the free passage and running of water soil electricity and gas from the green land and any buildings now or within eighty years from the date hereof to be erected thereon through and along the sewers drains pipes and cables now or within eighty years of the date hereof to be constructed or used for the purpose in or over and under the red land with power for the owners and occupiers of the green land and each and every part thereof to enter upon the red land on giving reasonable notice of such intention to the Bank or other the owner or owners for the time being of the red land or any part or parts thereof for the purpose of connecting to such sewers drains pipes and cables and any roads and footpaths referred to in Clause 2 hereof (at the point referred to in Clause 3 of this Deed) and for cleansing repairing and renewing the same or any of them doing as little damage as possible to the property enter upon and making good all damage caused thereby without unnecessary delay and at the expense of the person exercising such rights

2.....

The Bank hereby covenants with the Owners that the Bank and its successors in title (owners and occupiers of the blue land and the red land and each and every part thereof) for the benefit of the green land and each and every part thereof will

When constructing any roads and sewers drains pipes or cables on the blue land and the red land, link up such roads sewers drains pipes and cables to any one point along the boundary between the points "X", "P", "Q" and "R" to enable the Owners or their successors in title the owners or occupiers for the time being of each part of the green land to connect thereto without payment".

NOTE 1: The land edged green referred to lies to the south east of the land in this title.

NOTE 2: Points P, Q and R are reproduced on the title plan. Point X does not affect the land in this title. The blue land referred to includes the land in this title.

2 (11.10.2010) A Transfer of the land in this title dated 1 October 2010 made between (1) BDW Trading Limited and (2) Krzysztof Bogumil Migdalski and Magdalena Krystyna Migdal contains restrictive covenants.

*NOTE: Copy filed.*

3 (11.10.2010) The Transfer dated 1 October 2010 referred to above contains a covenant as to the grant of rights in the events therein mentioned.

4 (11.10.2010) A Deed of Covenant dated 1 October 2010 made between (1) BDW Trading Limited (2) Meadfleet Limited and (3) Krzysztof Bogumil Migdalski and Magdalena Krystyna Migdalska is supplemental to the Transfer dated 1 October 2010 referred to above.

*NOTE: Copy filed.*

5 (11.10.2010) REGISTERED CHARGE dated 1 October 2010.

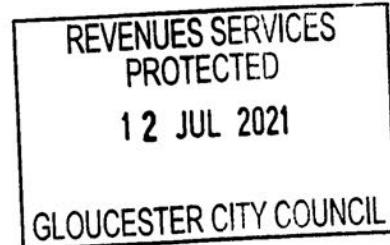
6 (11.10.2010) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register

[REDACTED] & [REDACTED]  
[REDACTED]  
Newent  
[REDACTED]  
Gloucestershire

**Gloucester City Council**  
**PO Box 3252**  
**Gloucester**  
**GL1 9FW**

Company name:  
Aston Brown Classics  
Specialist Repairs/Restoration



Address company:  
New Farm Workshops  
Bonnie's Lane  
Gloucester  
GL1 2BW

5<sup>TH</sup> July 2021

Dear...

In December 2020 we bought the car repair shop (garage), our business activity we started on 1<sup>st</sup> April 2021 – a copy of the purchase invoice in Annex 1.

On 3<sup>rd</sup> June 2021 the garage was stolen from us.

Police accident number: Log 272 04/06/2021.

Our lawyer's name and address: [REDACTED] CEF BUSINESS SERVICES LTD, London.

We are so sorry, we did not manage to register our business, which we ran for two months: April and May 2021.

We have made a mistake that we want to correct. We are asking you not to impose a financial penalty on us, all our possessions have been stolen.

We kindly ask for a positive attitude to our case.

Please reply to our home address:

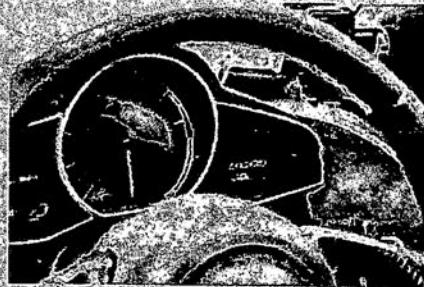
[REDACTED]  
Newent  
[REDACTED]  
Gloucestershire

1. REVENGE  
2. ROTATION  
3. 2000  
4. GOOGLES

Annex 1

# Invoice

Seb's Motor Vehicle Specialists  
New Farm, Workshop, 6 Bonnies Lane  
Gloucester,  
GL1 2BW  
Phone: [REDACTED]  
motorvehiclespecialists@gmail.com  
Barclays Bank  
Sort Code 20-98-68  
Account Number 73981142



Kris.MotorVehicleSpecialists  
[REDACTED]

Customer number	Invoice number	Page	Invoice date	Due date
1121	1186	1 / 1	24/11/20	24/11/20

Item	Quantity	Price	Total
Car Workshop with Equipment	1	37,000.00	37,000.00
24/11/20 Payment: £37,000.00			-37,000.00

*D. D. 2020*

Total	£37,000.00
Paid amount	£37,000.00
Outstanding amount	£0.00

Cash/Card

## TENANCY AT WILL

UPON the parties hereto agreeing to abide by the following draft terms in expectation of a Lease being entered into in respect of the property and the Tenant entering into occupation of the premises pursuant to a tenancy at will for a business lease

IT IS AGREED THAT

### Parties

1. The parties to the Lease will be:

Sean Gorman ("the Landlord") of Court Farm, Tewkesbury Road, Twigworth, Glos GL2 9PX

which is the Landlord's address for statutory purposes including for the service of notices and

('the Tenant'  
deposit £ 1000

T/A SEBS MOTOR VEHICLE  
SPECIALISTS

### Rent

MONTH £1400

2. The Rent is £ per week payable in advance commencing on the date of this agreement.

3. The Rent shall be subject to review annually.

### Term etc

4. The term of the Lease shall be 6 months commencing on and continuing thereafter as a monthly periodic tenancy at will.

5. The lease will be a full repairing lease and will be exempt from the continuation provisions of Part II of the Landlord and Tenant Act 1954.

### Tenant's covenants

6. To pay all Taxes, Rates or Charges due to the Local Authority as and when they fall due.

7. To pay for the service and usage of all Utilities as and when payment falls due.
8. To obtain and maintain all permissions, certificates, consents and inspections required by law or regulations and to comply with these.

9. To keep the condition of the premises and its fixtures to a good, neat and tidy standard.

10. To maintain the structure and its surroundings in a neat and tidy condition.

11. To avoid conduct or any other thing that may cause a nuisance or disturbance to the Landlord or its servants or agents, or to other tenants or to neighbours or others lawfully in the vicinity of the premises.

12. Not to sub-let or assign the premises or any part thereof to any other person or company.

13. Not to make any alterations or additions either internally or externally without the prior written agreement of the Landlord.
14. To comply with all relevant legislation in particular that relating to Health and Safety and Environmental Health and Protection.
15. To keep the Landlord indemnified against all losses arising directly or indirectly out of any act or omission of the Tenant or as a consequence of any breach of this agreement.
16. To allow full access to the premises by the Landlord or its agents as and when required.
17. To provide and maintain suitable fire-fighting equipment.
18. To arrange for the regular removal of waste and rubbish by competent collectors.
19. To comply with all laws, bye-laws and regulations as occupier and to keep the Landlord indemnified against all losses incurred by any breach of these.
20. To pay interest on any arrears of rent at the rate of 8% per annum from the time rent is due and unpaid, and to pay all reasonable costs of the Landlord in or connected in any way with the bringing of proceedings in relation to possession, forfeiture, or arrears of rent or service charges.

Landlord's Covenants

21. To allow the Tenant to occupy the premises.
22. Not to interfere with the Tenant's peaceful enjoyment of the premises.

Forfeiture

23. In the event that the rent being lawfully due and owing is unpaid for more than 14 days the Landlord may re-enter the premises whereupon the Lease and Tenant's right to occupy shall immediately determine.

Signed on behalf of the Landlord:

date.....

signed by tenant



date 1ST APRIL 2018.....

PRIVATE & CONFIDENTIAL

VEHICLE SPECIALISTS  
BIG GREEN SHED OPPOSITE  
NEW FARM  
LONGHORN AVENUE  
GLOUCESTER  
GL1 2BZ

T/A SEB'S MOTOR

Your Ref: 0600451454  
Telephone: (01452) 396396  
Email: BR@gloucester.gov.uk  
Website: www.goucester.gov.uk  
Date: 05/02/2021

## NON-DOMESTIC RATES FINAL NOTICE

Overdue amount	Payable no later than
£4,811.80	22/02/2021

We know that the COVID-19 situation has and will affect businesses in different ways. We are writing to you because you have previously been sent a notice, still owe non-domestic rates and don't have a payment arrangement in place with the council.

It may be that you have forgotten to make payment, in which case please ensure payment of the overdue amount of £4,811.80 is received by the Council no later than 22/02/2021.

You can make payment by ringing our 24 hour automated phone line **0800 953 5588**.

If you are having financial difficulties because of the coronavirus outbreak and will be unable to make payment in full visit the Council website at [www.goucester.gov.uk](http://www.goucester.gov.uk) where information and advice is available to support you. Alternatively, please contact us by emailing [BR@gloucester.gov.uk](mailto:BR@gloucester.gov.uk) or phone 01452 396396 where we:

- Can offer advice and assistance and
- May be able to agree a special payment arrangement with you

Please note that failure to pay in accordance with this notice will lead to recovery action in the Magistrates' Court to obtain a liability order and costs of £60.00.

Further information and other ways you can pay are shown overleaf.

Yours Sincerely

**Service Delivery Manager**



6332 6713 0600 4514 543

PRIVATE & CONFIDENTIAL

VEHICLE SPECIALISTS  
BIG GREEN SHED OPPOSITE  
NEW FARM  
LONGHORN AVENUE  
GLOUCESTER  
GL1 2BZ

T/A SEB'S MOTOR

Your Ref: 0600451454  
Telephone: (01452) 396396  
Email: BR@gloucester.gov.uk  
Website: www.goucester.gov.uk

Date: 05/02/2021

## NON-DOMESTIC RATES FINAL NOTICE

Overdue amount	Payable no later than
£4,704.00	22/02/2021

We know that the COVID-19 situation has and will affect businesses in different ways. We are writing to you because you have previously been sent a notice, still owe non-domestic rates and don't have a payment arrangement in place with the council.

It may be that you have forgotten to make payment, in which case please ensure payment of the overdue amount of £4,704.00 is received by the Council no later than 22/02/2021.

You can make payment by ringing our 24 hour automated phone line **0800 953 5588**.

If you are having financial difficulties because of the coronavirus outbreak and will be unable to make payment in full visit the Council website at [www.goucester.gov.uk](http://www.goucester.gov.uk) where information and advice is available to support you. Alternatively, please contact us by emailing [BR@gloucester.gov.uk](mailto:BR@gloucester.gov.uk) or phone 01452 396396 where we:

- Can offer advice and assistance and
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Further information and other ways you can pay are shown overleaf.

Yours Sincerely

**Service Delivery Manager**



6332 6713 0600 4514 543



1030157301 | 00394

PRIVATE & CONFIDENTIAL

194 - 200  
T/A SEB'S SHED

VEHICLE SPECIALISTS  
BIG GREEN SHED OPPOSITE  
NEW FARM  
LONGHORN AVENUE  
GLOUCESTER  
GL1 2BZ



Your Ref: 0600451454  
Telephone: (01452) 396396  
Email: BR@gloucester.gov.uk  
Website: www.goucester.gov.uk

GL1 2BZ

Date: 05/02/2021

## NON-DOMESTIC RATES FINAL NOTICE

Overdue amount	Payable no later than
£1,126.06	22/02/2021

We know that the COVID-19 situation has and will affect businesses in different ways. We are writing to you because you have previously been sent a notice, still owe non-domestic rates and don't have a payment arrangement in place with the council.

It may be that you have forgotten to make payment, in which case please ensure payment of the overdue amount of £1,126.06 is received by the Council no later than 22/02/2021.

You can make payment by ringing our 24 hour automated phone line **0800 953 5588**.

If you are having financial difficulties because of the coronavirus outbreak and will be unable to make payment in full visit the Council website at [www.goucester.gov.uk](http://www.goucester.gov.uk) where information and advice is available to support you. Alternatively, please contact us by emailing [BR@gloucester.gov.uk](mailto:BR@gloucester.gov.uk) or phone 01452 396396 where we:

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- May be able to agree a special payment arrangement with you

Please note that failure to pay in accordance with this notice will lead to recovery action in the Magistrates' Court to obtain a liability order and costs of £60.00.

Further information and other ways you can pay are shown overleaf.

Yours Sincerely

*Service Delivery Manager*



6332 6713 0600 4514 543



JC22 – Email from Joanne Pearce disputing Mr Gorman's liability of Business Rates for Green Barn

**From:** Joanne Pearce <[matrix.accounts@hotmail.co.uk](mailto:matrix.accounts@hotmail.co.uk)>

**Sent:** 16 November 2021 13:16

**To:** BR <[BR@gloucester.gov.uk](mailto:BR@gloucester.gov.uk)>

**Subject:** Account 0600451454 & Account 0600457189 Non Domestic Rates Dispute

**CAUTION:** This email originates from outside the organisation. Do not click links or open attachments unless you trust the sender and know the contact is safe. Contact IT if in doubt

Good Afternoon

Please find attached scans of documents relating to Non Domestic Business Rates at Big Green Shed opposite New Farm.

1. Mr Sean Gorman is not Liable for these non domestic rates (Account Number 0600457189) - See Attached - as from 1st October 2021 Michal Lowiki of Car Consortium Ltd, New Farm, Longhorn Avenue, Gloucester GL1 2BZ is the current tenant.
2. Mr Sebastian Krzyzowski was the previous tenant which was ongoing from 1st April 2018 - Sean terminated his agreement due to non payment on the 1st October 2021. Note that Mr Sebastian Krzyzowski claimed Bounce back loans and covid grants on this premises and this lease, and is fully liable for the outstanding balance.

I hope this clarifies everything and please confirm in writing that no further action against Mr Sean Gorman will take place as per attached there is a summons issued.

Regards

Jo Pearce  
Secretary - Court Farm Estates

Unaudited Financial Statements for the Year Ended 28 February 2025

for

Court Farm Estates Limited

Contents of the Financial Statements  
for the Year Ended 28 February 2025

	Page
Balance Sheet	1

**Balance Sheet**  
**28 February 2025**

	28.2.25	29.2.24
	£	£
<b>FIXED ASSETS</b>	526,688	219,268
<b>CURRENT ASSETS</b>	793,259	623,448
<b>CREDITORS</b>		
Amounts falling due within one year	<u>(1,177,713)</u>	<u>(822,270)</u>
<b>NET CURRENT LIABILITIES</b>	<u>(384,454)</u>	<u>(198,822)</u>
<b>TOTAL ASSETS LESS CURRENT LIABILITIES</b>	<u>142,234</u>	<u>20,446</u>
<b>CAPITAL AND RESERVES</b>	<u>142,234</u>	<u>20,446</u>

**NOTES TO THE FINANCIAL STATEMENTS**

**1. STATUTORY INFORMATION**

Court Farm Estates Limited is a private company, limited by shares, registered in England and Wales. The company's registered number and registered office address are as below:

**Registered number:** 13900089

**Registered office:** Unit 9 Davy Way  
Quedgeley  
Gloucester  
GL2 2AQ

**2. AVERAGE NUMBER OF EMPLOYEES**

The average number of employees during the year was 5 (2024 - 5).

**3. DIRECTORS' ADVANCES, CREDITS AND GUARANTEES**

The following advances and credits to directors subsisted during the years ended 28 February 2025 and 29 February 2024:

	28.2.25	29.2.24
	£	£
<b>Mr S S Gorman and Mrs B Gorman</b>		
Balance outstanding at start of year	(468,654)	(185,029)
Amounts advanced	104,877	18,900
Amounts repaid	(297,254)	(302,525)
Amounts written off	-	-
Amounts waived	-	-
Balance outstanding at end of year	<u>(661,031)</u>	<u>(468,654)</u>

The company is entitled to exemption from audit under Section 477 of the Companies Act 2006 for the year ended 28 February 2025.

The members have not required the company to obtain an audit of its financial statements for the year ended 28 February 2025 in accordance with Section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for:

- (a) ensuring that the company keeps accounting records which comply with Sections 386 and 387 of the Companies Act 2006 and
- (b) preparing financial statements which give a true and fair view of the state of affairs of the company as at the end of each financial year and of its profit or loss for each financial year in accordance with the requirements of Sections 394 and 395 and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company.

The financial statements have been prepared in accordance with the micro-entity provisions and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements were approved by the Board of Directors and authorised for issue on 26 November 2025 and were signed on its behalf by:

Mr S S Gorman - Director

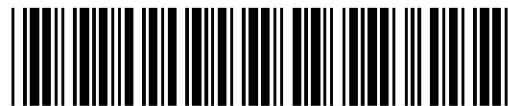
This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.



Appointment of Secretary

Company Name: **Court Farm Estates Limited**

Company Number: **13900089**



XD9BHAP4

Received for filing in Electronic Format on the: **12/08/2024**

**New Appointment Details**

Date of Appointment: **01/08/2024**

Name: **MISS JOANNE CAROLINE PEARCE**

The company confirms that the person named has consented to act as a secretary.

Service Address: **5 BRACKEN CLOSE  
LYDNEY  
GLOUCESTERSHIRE  
ENGLAND  
GL15 5AH**

## Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

## Property

**Big Green Shed Opp New Farm,  
Longhorn Avenue, Gloucester, GL1 2BZ**

Valuation

[Help with previous valuation](#)[Compare properties](#)**Valuation**

Previous rateable value (1 January 2018 to 31 March 2023)

**£9,800**

This was the rateable value for the property. It is not what you would have paid in business rates or rent. Your local council uses the rateable value to calculate the business rates bill.

[Estimate your business rates bill \(opens in new tab\)](#)

**Valuations for this property**

Valuations	Effective date	Rateable value
Future <a href="#">from 1 April 2026</a>	1 April 2026	£16,250
Current <a href="#">1 April 2023 to present</a>	1 April 2023	£14,250
Previous <a href="#">20 October 2020 to 31 March 2023</a>	1 January 2018	£9,800

[>Show all sections](#)

**Valuation details**

[Show](#)

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# Planning Inspectorate

Mr Sean Gorman  
Ground and First Floor Flats  
Green Barn, Severnside Farm, Bonnies Lane  
Gloucester  
Glos  
GL1 2BZ

3B  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Direct Line: +44 303 444 5890  
Customer Services:  
0303 444 5000

Email: ECAT@planninginspectorate.gov.uk  
[www.gov.uk/planning-inspectorate](http://www.gov.uk/planning-inspectorate)

Your Ref:  
Our Ref: APP/U1620/C/25/3371877

28 August 2025

Dear Mr Sean Gorman,

Town and Country Planning Act 1990  
Appeal by Mr Sean Gorman  
Site Address: Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ

We have examined the appeal papers and it appears that you may not have an interest in the land to which the enforcement notice relates.

S174(1) of the 1990 Act states that a person shall have an interest in the land, or should be a relevant occupier, before he or she can appeal against an enforcement notice directed against that land. Interest means a legal, or equitable interest such as ownership, or the grant of a tenancy or lease, or the securing on the land of a mortgage or other loan. Relevant occupier means anyone occupying the land with the owner's oral or written consent at the time the notice was served and when the appeal is made.

So that we can consider this further, please provide details of your interest in the land (including any documentary evidence you wish to submit). If no reply is received by 04 September 2025, the appeal(s) may be turned away as invalidly made.

I am sending a copy of this letter to the local planning authority.

Yours sincerely,

***Enforcement Appeals Officer***  
Enforcement Appeals Officer

<https://www.gov.uk/government/publications/planning-inspectorate-privacy-notices>

Where applicable, you can use the internet to submit documents, to see information and to check the progress of cases through GOV.UK. The address of the search page is - <https://www.gov.uk/appeal-planning-inspectorate>



# Planning Inspectorate

Planning Enforcement Officer  
Gloucester City Council  
Administration And Development Control  
Herbert Warehouse  
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[www.gov.uk/planning-inspectorate](http://www.gov.uk/planning-inspectorate)

Your Ref:  
Our Ref: APP/U1620/C/25/3371877

25 September 2025

Dear Planning Enforcement Officer,

Town and Country Planning Act 1990  
Appeal by Mr Sean Gorman  
Site Address: Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ

I have received Enforcement Notice Appeal forms and documents for this site. I am the case officer, if you have any questions, please contact me.

I have checked the papers and confirm that the appeal(s) is valid. If I later find out that this is not the case, I will write to you again. This is a formal notice informing you of the next steps and deadlines applicable.

## IMPORTANT INFORMATION

All s174 Enforcement Notice appeals proceeding by Hearing will, subject to Inspector availability, follow a strict timetable with the aim of issuing the appeal decision within the 26 weeks of the receipt of a valid appeal. All dates contained in this letter including the event date are therefore fixed and cannot be changed.

### The procedure and starting date

We have applied the criteria which can be found at: <https://www.gov.uk/government/publications/criteria-for-determining-the-procedure-for-planning-enforcement-advertisement-and-discontinuance-notice-appeals/criteria-for-determining-the-procedure-for-planning-enforcement-advertisement-and-discontinuance-notice-appeals> and considered all representations received, including the appellant(s) preferred choice. We consider that the Hearing procedure is suitable, and we intend to determine this appeal by this procedure.

The date of this letter is the starting date for the appeal(s). The timetable for the appeal(s) begins from this date. All parties have a responsibility to abide by the timetable.

### The Inspector and Hearing date

The Inspector appointed to decide the appeal is E Griffin LLB Hons and the hearing will open at 10.00am on 05 January 2026. We have currently scheduled 2 sitting days.

### Sending documents to us and looking at the appeal(s)

Please ensure all documents are GDPR compliant: [Customer Privacy Notice - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/customer-privacy-notice).

Please use the portal to submit all documents. You can use the Internet to submit documents, to see information and to check the progress of cases through GOV.UK. The address of the search page is <https://acp.planninginspectorate.gov.uk/>

If it is not possible for you to submit documents using the portal, please use the email address above. If you are unable to use the internet to submit documents, you may post them to the address at the top of this letter. Whichever method you use, please make sure that all documents/emails are clearly marked with the full reference number.

Guidance on communicating with us electronically can be found at [Appealing to the Planning Inspectorate: communicating electronically with us - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/appealing-to-the-planning-inspectorate-communicating-electronically-with-us).

### Grounds of appeal

We accept that the appeal(s) should proceed on ground(s) (b), (e), (f) as set out at Section 174(2) of the 1990 Act.

### Keeping to the timetable

You must keep to the timetable set out below and make sure that you send us the relevant documents within these deadlines. This will mean that we can deal with the appeal(s) promptly and fairly. If you do not send us the relevant documents in time, the Inspector will not normally look at them and we will return them to you unless there are exceptional reasons for accepting them. You must note the details of the following timetable because we will not send any reminders.

### IMPORTANT

Please be aware that in the event we require information from any appeal party, we will only give one opportunity and set a deadline. If at any time before or during the determination of an appeal against an enforcement notice or LDC it appears to the Secretary of State that the appellant is responsible for undue delay in the progress of the appeal(s), the Secretary of State may give the appellant notice that the appeal will be dismissed unless the appellant takes, within the period specified in the notice, such steps as are so specified for the expedition of the appeal. Similarly, the Secretary of State may allow an appeal and quash the enforcement notice if the local planning authority fail to comply with any requirement of regulations within the prescribed period.

The following documents must be sent within this timetable.

By 09 October 2025

Using the model notification letter at the following link: [Model notification letter for enforcement appeals - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/model-notification-letter-for-enforcement-appeals) you must notify anyone other than the appellant(s) who was served with the enforcement notice, occupiers of properties near the appeal site and any other persons who, in your opinion, are affected by the breach of planning control, that the appeal(s) has been made.

You must include:

- a) a description of the alleged breach of planning control;
- b) a statement of your reasons for issuing the notice(s);
- c) the appellant's grounds of appeal against the notice(s);
- d) an invitation to interested persons to make their views known within 6 weeks of the starting date by 06 November 2025. If comments are submitted after the deadline, the Inspector will not normally look at them and they will be returned. You should give warning that their views will be disclosed to the parties to the appeal(s) unless the representations are withdrawn before the 6 weeks deadline.

From 1 April 2024 the Planning Inspectorate will no longer accept interested party comments sent via email. Any comments submitted by email will not be considered and will be returned. Comments from interested parties on appeals will only be accepted through the Appeals Casework Portal, or via letter to Temple Quay House. Please could the council note the advice here: [Streamlining comment submission for planning and enforcement appeals - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/streamlining-comment-submission-for-planning-and-enforcement-appeals), including the letter from our Chief Operating Officer to all Local Planning Authorities.

- e) that the Planning Inspectorate will not acknowledge representations. We will, however, ensure that letters received by the deadline are passed on to the Inspector dealing with the appeal(s);
- f) they can get a copy of our guidance booklet free of charge from you, or on your website, or on GOV.UK (<https://www.gov.uk/government/collections/taking-part-in-a-planning-listed-building-or-enforcement-appeal>)
- g) when and where the appeal documents will be available for inspection; and
- h) that the decision will be published on GOV.UK.

You must provide the following documents to us:

- a) a true copy of the enforcement notice(s) including the statement of reasons why you considered it expedient to issue the notice(s); An electronic version of the enforcement notice (in Word format) must be sent to the email address in this letter. Please remember to include the full appeal reference number.
- b) a true copy of the plan attached to the enforcement notice(s), endorsed to that effect - if the original plan was coloured, the copy should be coloured identically;

c) the names and address of all persons on whom a copy of the notice(s) was served, under provisions of S172(2) of the 1990 Act.

If you do not provide these documents, the Secretary of State will consider exercising powers under S176(3)(b) of the 1990 Act to quash the notice(s).

You must also make sure that the appellant(s) and I are sent a copy of your completed appeal questionnaire and supporting documents, including the relevant development plan policies, a copy of your notification letter and a list of those notified. You have the opportunity to state your preferred choice of procedure by answering Question 1 of the appeal questionnaire.

By 06 November 2025

Please send me a copy of your statement. I will send a copy of your statement to the appellant(s) and send you a copy of their statement. Your statement should include your response to each ground of appeal pleaded by the appellant(s).

If you wish to rely on your reasons for issuing the notice(s) in response to any particular ground of appeal, please say so in your statement.

By 27 November 2025

You and the appellant(s) must submit a copy of any final comments you and they have on each other's statement and on any comments from interested people or organisations.

You must not send your final comments instead of, or to add to your statement. No new evidence is allowed at this stage. I will send you a copy of the appellant's final comments at the appropriate time.

#### Planning obligations - section 106 agreements

A planning obligation, often referred to as a 'section 106 agreement', is either a legal agreement made between the LPA and a person 'interested in the land' or a legally binding undertaking signed unilaterally by a person 'interested in the land'. If you intend to submit a planning obligation you must read the guidance, which is available from: <https://www.gov.uk/government/publications/enforcement-appeals-procedural-guide>.

A final draft, agreed by all parties to it, must be submitted to me no later than 10 days before the hearing opens.

#### Withdrawing the appeal(s)

If you hear that the appeal(s) is to be withdrawn, please telephone me immediately. If I receive written confirmation of this from the appellant(s), I will write to you.

#### Costs

The appellant(s) has been directed to GOV.UK for further information regarding costs – <http://planningguidance.communities.gov.uk/blog/guidance/appeals/>. You should also

be aware that costs may be awarded to either party.

Additionally, a Planning Inspector or the Secretary of State may on their own initiative make an award of costs, in full or in part, if they judge that a party has behaved unreasonably resulting in unnecessary appeal expense.

#### Further information

Further information about the appeals process can be accessed at - <https://www.gov.uk/government/publications/enforcement-appeals-procedural-guide>. I recommend that you read the relevant guidance.

Yours sincerely,

*Amy Booth*

Amy Booth

<https://www.gov.uk/government/publications/planning-inspectorate-privacy-notices>



# Planning Inspectorate

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Gloucester City Council  
Administration And Development Control  
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[www.gov.uk/planning-inspectorate](http://www.gov.uk/planning-inspectorate)

Your Ref:  
Our Ref: APP/U1620/C/25/3371877

30 October 2025

Dear Planning Enforcement Officer,

Town and Country Planning Act 1990  
Appeal by Mr Sean Gorman  
Site Address: Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ

With regard to the date fixed for the hearing, at present two days have been allocated  
- Monday 5 January and Tuesday 6 January.

However, due to the lack of public transport for the Inspector to travel on Sunday for a  
Monday start, the dates of the hearing will now be Tuesday 6 January and Wednesday 7  
January 2026 if 2 days are required.

The Case Management Conference agenda for the virtual meeting on the 18 November at  
10.00 a.m. is attached.

It is being sent out early as it may assist with the filing of the statements by both parties  
which are due on the 6 November 2025.

The statements should address each of the grounds of appeal separately and any other  
points raised in the appeal form e,g nullity and Equality Act status.

Yours sincerely,

**Amy Booth**  
Amy Booth

<https://www.gov.uk/government/publications/planning-inspectorate-privacy-notices>

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progress of cases through GOV.UK. The address of the search page is - <https://www.gov.uk/appeal-planning-inspectorate>



## INSPECTOR'S PRE-CONFERENCE NOTE

**APPEAL REF: Appeal A: APP/U1620/C/25/3371877**  
**Green Barn, Severnside Farm, Bonnies Lane, Gloucester GL1 2BZ**  
**APPELLANT: Sean Gorman**  
**LOCAL PLANNING AUTHORITY: Gloucester City Council**

### **Introduction**

1. The case management conference will be led by Miss E Griffin, a Planning Inspector and Solicitor(non-practising). The forthcoming case management conference (CMC) to which this note refers will be held virtually and will open at **10:00 on 18 November 2025**. Instructions for joining the conference, the etiquette to be observed, and the conference agenda are contained in annexes 1-3 of this note.
2. There will be no discussion as part of the conference as to the merits of your respective cases and the Inspector will not hear any evidence. Rather, the purpose of the CMC is to set out a clear indication as to the ongoing management of the appeal and the presentation of the evidence, so that the forthcoming Hearing is conducted in an efficient and effective manner.
3. The Hearing itself was scheduled to open at **10:00 on 5 January 2026** at a venue to be confirmed. The Inspector now proposes to open at **10.00 on 6 January 2026**.

### **The grounds of appeal**

4. As there is no ground (a) which would include an application for planning permission, matters relating to flood risk and policy considerations are not relevant matters for the appeal which is made on the grounds (b) (f) and (g) only.

**Ground (b)** states that the breach of planning control alleged in the enforcement notice has not occurred as a matter of fact

*This means that the appellant is arguing that the change of use to form 2 self-contained residential dwellings has not happened*

**Ground (e)** states that the notice was not properly served upon everyone with an interest in the land

*This means that the appellant considers that someone who has an interest in the appeal site should have been served with the notice but was not served with it.*

**Ground (f)** states that the requirements are excessive.

*This means that the appellant is saying that the requirements to stop using the Building for living in, remove all the internal fixtures including*

*domestic wiring, plumbing and heating and other domestic paraphernalia are excessive. There is also a requirement to remove all the materials and debris after removal of all the items and fittings listed.*

### **Nullity**

5. The appellant has indicated that he considers that the notice is a nullity and the matters raised by him in this respect will need to be addressed at the hearing and in his statement.

### **Other matters**

6. The Inspector will explain how the hearing will run and address any questions the parties may have about the hearing itself. The parties views will be sought as to whether 2 days are required. If 2 days are required, the dates will be the 6<sup>th</sup> and 7<sup>th</sup> of January rather than the 5<sup>th</sup> and 6<sup>th</sup> January.
7. I will be seeking views on the timing of an accompanied site visit that will take place on the day of the hearing.
8. Annex 3 of this note contains the CMC agenda.

*E Griffin*

INSPECTOR

### **Annex 1: Instructions for joining the Case Management Conference**

1. Please join the conference before the start time by using the link that has been provided by the Council.
2. Should you experience any connection difficulties either before or during the conference, please contact the Council direct.
3. Where a party experiences connection difficulties the Inspector will adjourn the conference until the matter is resolved.

## **Annex 2: Etiquette for Case Management Conference**

1. Before joining the conference, please ensure that:
  - all the necessary persons for your side are present in good time and that mobile phones and the like are turned off, or on silent mode during the conference;
  - any electronic devices/phones you will be relying on during the conference all are fully charged;
  - you know how to join the conference;
  - you have a copy of the agenda readily to hand; and
  - a single spokesperson is nominated to speak for each party.
2. Upon joining the conference, the Council will record the names of those present during the call for each party before the Inspector leading the case conference 'arrives.' The Inspector will 'arrive' last and leave first. As a matter of courtesy, please make the Council aware when joining if you intend to record the conference.
3. During the conference, the Inspector will lead the conference. She will invite specific contributors to speak at particular times. Please use the 'raise hand' function to indicate when you wish to speak but also remember to cancel this after you have spoken.
4. Please be conscious of when, and when not to speak – talking over people is rude in any situation. No one likes being spoken over, so please make sure you take note of your cues to speak and don't speak over (or louder) than the other participants.
5. Background noise on a conference call can be an issue. Please remember to put yourself on mute and then un-mute yourself when you speak. Also, please make sure that other devices are kept away from the main speaker to avoid potential issues with feedback.

**Annex 3: Case Management Conference Agenda**

**AGENDA**

1. Introductions
2. Purpose of the Case Management Conference
3. Details of parties present and who will be attending the hearing.
4. The grounds of appeal and the nullity argument
5. Site visit arrangements and the procedure at the hearing
6. Inquiry venue (*to include venue, housekeeping and IT matters*)
7. The existing timetable
8. Costs
9. Any other procedural or administrative matters



# Planning Inspectorate

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[www.gov.uk/planning-inspectorate](http://www.gov.uk/planning-inspectorate)

Your Ref:  
Our Ref: APP/U1620/C/25/3371877

13 November 2025

Dear Planning Enforcement Officer,

Town and Country Planning Act 1990

Appeal by Mr Sean Gorman

Site Address: Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ

I enclose for your information a copy of the appellant's statement on the above appeal(s).

If you have any comments on the points raised, please send them to me by 04 December 2025. You should comment solely on the representations enclosed with this letter.

You cannot introduce new material or put forward arguments that should have been included in your earlier statement. If you do, your comments will not be accepted and will be returned to you.

Using e-mail and the internet

You can now use the internet to send us documents and check the information and the progress of this case at (<https://www.gov.uk/appeal-planning-inspectorate>). You can look at this case by typing in the above reference number where it says 'Case Ref' on the 'Search' page and clicking on the search button.

Late Representations

Comments submitted after the 9 week deadline will not be seen by the Inspector and will be returned to you, unless there are extraordinary circumstances for the late submission.

Yours sincerely,

*Amy Booth*  
Amy Booth

<https://www.gov.uk/government/publications/planning-inspectorate-privacy-notices>

*Where applicable, you can use the internet to submit documents, to see information and to check the progress of cases through GOV.UK. The address of the search page is - <https://www.gov.uk/appeal-planning-inspectorate>*



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## **Case Management Post Conference Note**

Case Management Conference held at 10.00a.m on 18 November 2025

Inquiry to open at 10:00a.m on 6 January 2026

by E Griffin LLB Hons

an Inspector appointed by the Secretary of State

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**APPEAL Ref: APP/U1620/C/25/3371877**

**ADDRESS: Severnside Farm, Bonnies Lane, Gloucester GL1 2BZ**

**APPELLANT: Sean Gorman**

**LOCAL PLANNING AUTHORITY: Gloucester City Council**

The breach alleged in the enforcement notice is 'Without planning permission, the material change of use of part of the Building on the Land from agricultural to residential use to form two (2) self-contained residential dwellings.

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## **Introduction by the Inspector**

### **1. In attendance**

#### **For the Council**

Michael Rhimes - Counsel

Jeremy Patterson - Principal Planning Lawyer

James Caldwell - Team Leader - Enforcement and Regulation Team

#### **For the Appellant**

Charles King - Counsel (assisting for the CMC)

Sean Gorman - Appellant

### **2. Purpose of the Case Management Conference**

The purpose of the CMC was to provide a clear indication as to the ongoing management of the case and the presentation of evidence so that the forthcoming event is conducted in an efficient and effective manner. No evidence was heard.

### **3. Grounds of appeal**

The appeal was lodged under grounds (b)(e)(f).

As indicated in the recently submitted documentation, the appellant states that he intended to lodge an appeal under ground (d) and not ground (b) and the statements submitted have the same date as the date of the appeal form.

The appeal will therefore be proceeding on grounds (d) and (e) as the appellant stated that grounds (b) and (f) are withdrawn. As there is a dispute on facts, the appeal will be dealt with by way of Inquiry resulting in a change of procedure from an informal Hearing.

The appeal under ground (d) will be heard by cross examination with each witness under oath/affirmation. Witnesses may choose to make an affirmation rather than take an oath. However, regardless of how they choose to make this verbal statement of fact, the witness will be legally bound to tell the truth.

The sanction behind the administration of an oath or affirmation is provided by the Perjury Act 1911. This states that where a person lawfully sworn as a witness in a judicial proceeding wilfully makes a statement material in that proceeding, which he knows to be false or does not believe to be true, he shall be guilty of perjury. The maximum penalty for perjury in a 'judicial proceeding' – which includes a proceeding before any court, tribunal or person having, by law, power to hear, receive, and examine evidence on oath – is seven years imprisonment or a fine.

The other potential sanction for perjury is that the decision may be overturned in the courts if it is subsequently found to have been based upon false or misleading evidence given at the inquiry.

The appeal under ground (e) will be dealt with by way of a round the table discussion which will take place after evidence has been given on oath/affirmation with regard to ground (d)

#### **4. Dates for the Inquiry: 6 and 7 January 2026**

The Inquiry will open at 10.00a.m on 6 January 2026. A second day has been allocated on 7 January 2026. The parties agree that two days is sufficient sitting time for the Inquiry.

#### **5. Confirmation of witnesses**

Mr Caldwell for the Council

Mr Gorman and Ms Pearce for the appellant. The appellant will check the position with Mr Warren who may not be available.

The issue of the exclusion of appellant witnesses whilst other witnesses for the appellant give evidence will be addressed at the beginning of the Inquiry

## **6. Representation at the Inquiry**

Mr Rhimes (Counsel) for the Council.

The appellant has not appointed a representative for the Inquiry but will notify the Planning Inspectorate of the details of any representative he chooses to appoint.

## **7. Inquiry Running Order**

- Inspector's Opening Remarks
- Opening statements shall be read out at the Inquiry by Mr Gorman or his representative and then the Council. Hard copies shall be handed to the Inspector and the other party prior to those statements being read out. Opening statements are usually no longer than 5 minutes.
- Evidence will then proceed to evidence by way of oath or affirmation.
- Appellant's Witnesses will give evidence in chief, followed by cross examination by the Council's advocate and then any re- examination
- The Council's Witness will give evidence in the same way with cross examination by the appellant or his representative.
- There may be questions from the Inspector for the witnesses whilst they are on oath.
- Round table discussion about ground (e)
- Accompanied Site Visit
- Closing Submissions (Council then Appellant) with hard copies provided in advance.
- Any costs applications if not addressed previously

## **8. Inquiry Venue**

The Council indicated that the Inquiry venue will be the Council offices and room details will be provided to the Inspectorate for circulation. Internet and photocopying facilities should be made available.

## **9. Site Visit Arrangements**

The accompanied site visit will take place at 10.00 a.m on the 7<sup>th</sup> of January unless otherwise agreed at the Inquiry. No discussions will take place during the accompanied site visit.

## **10. Costs**

No costs applications have been made to date. Any applications for costs would need to be made before the close of the Inquiry. The Inspector also has the power to initiate an award of costs in line with Planning Guidance. Unreasonable behaviour may include not complying with timetables.

## **11. Document submission dates**

- The appellant to provide any documentary evidence to support the statements already submitted on or before 2 December 2025. The appellant can convert the statement provided by Mr Warren into a Statutory Declaration by the same date if he wishes to do so.
- The Proof of Evidence of the Council's witness will be submitted on or before 16 December 2025.
- The details for the notification letter of the Inquiry and the site notice will be sent to the parties after details of the venue are provided.
- The Council has offered to provide a paginated bundle of the evidence for use by the parties with an electronic copy submitted to the Planning Inspectorate after all of the evidence has been exchanged. The bundle will be uploaded onto the Council's website prior to the Inquiry date.
- Although 2 days is considered to be sufficient time for the appeal to be heard, the parties are invited to submit time estimates after 16 December when all of the evidence has been exchanged.

*E Griffin*

INSPECTOR



# Planning Inspectorate

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[www.gov.uk/planning-inspectorate](http://www.gov.uk/planning-inspectorate)

Your Ref:  
Our Ref: APP/U1620/C/25/3371877

01 December 2025

Dear Planning Enforcement Officer,

Town and Country Planning Act 1990

Appeal by Mr Sean Gorman

Site Address: Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ

I enclose a copy of the site notice giving the inquiry details for this appeal. The inquiry is scheduled to last 2 days. Please let me know within 7 days if you think more time is needed.

## Notification

No later than 2 weeks before the opening of the inquiry you must serve a notice of the inquiry arrangements on those other than the appellant with an interest in the land, owners/occupiers of property near the site, those who made representations on this appeal, those entitled to appear at the inquiry and anyone else you consider to be affected by or interested in the alleged breach of control.

Your letter should cover:

- a brief description of the subject matter of the appeal;
- the location of the site;
- a clear statement of the date, time and place of the inquiry, the powers enabling the Inspector to determine the appeal and the name of the Inspector;
- where your completed questionnaire, your and the appellant statement, proof of evidence, summaries and statement of common ground can be seen;
- that they may attend the inquiry and at the Inspector's discretion, give their views;
- what facilities are available for people with disabilities e.g. parking spaces, access and seating arrangements etc;
- that the decision will be published on GOV.UK

You must send a copy of your notification letter and a list of those notified to me.

The Secretary of State considers that the LPA should normally notify the press of inquiries.

If notice of the inquiry is published in the press, a copy of the notice(s) should be sent to me.

#### Proof of Evidence

A proof of evidence' is a written statement that you, the appellant or witness wish the Inspector to take into account at the inquiry. The proof(s) should contain the written evidence about which each person appearing at the inquiry will speak. If the proof is more than 1500 words long, you must also send me a written summary which should not be more than 10% of the length of the proof.

The summary should reflect the contents of the proof and should not include new evidence. When a summary is provided, only that will be read out at the inquiry. If proofs and summaries are not received together and on time, the inquiry may be postponed.

You and the appellant must make sure that you send me your proofs of evidence (and summary where appropriate) no later than 16 December 2025.

#### Postponements

If you want the inquiry to be postponed, please make your request by telephone and then confirm it in writing. We only agree to such requests in the most exceptional circumstances.

Yours sincerely,

**Amy Booth**

Amy Booth

<https://www.gov.uk/government/publications/planning-inspectorate-privacy-notices>

Where applicable, you can use the internet to submit documents, to see information and to check the progress of cases through the Planning Portal. The address of our search page is - [www.planningportal.gov.uk/planning/appeals/online/search](http://www.planningportal.gov.uk/planning/appeals/online/search)

# PUBLIC INQUIRY

On

06 January 2026 at 10:00

At

Meeting Room 1 Gloucester City Council Eastgate Management  
Suite Eastgate Street GL1 1SS

## REASON FOR INQUIRY

Appeal by Mr Sean Gorman

Against the enforcement notice served by Gloucester City Council.

The notice alleges:

Without planning permission, the material change of use of part of the Building on the Land, from agricultural to residential use, to form two (2) self-contained residential dwellings, without the grant of planning permission

At

Green Barn Severnside Farm, Bonnies Lane Gloucester GL1 2BZ

An Inspector appointed by the Secretary of State under paragraph 1(1) of Schedule 6 to the Town and Country Planning Act 1990 will attend at the place, date and time shown above to decide the appeal.

Members of the public may attend the inquiry and, at the discretion of the Inspector, express their views. If you are disabled or anyone you know who wants to go to the inquiry is disabled, contact the Council to confirm they can make proper arrangements such as parking spaces, access, seating arrangements and so on. Documents relating to the appeal can be viewed at the Council's offices by prior arrangement.

Planning Inspectorate References:  
APP/U1620/C/25/3371877

Planning Inspectorate Contact:  
Amy Booth  
0303 444 5179

Where applicable, you can use the internet to submit documents, to see information and to check the progress of cases through GOV.UK. The address of the search page is - <https://www.gov.uk/appeal-planning-inspectorate>

Gloucester City Council  
Private Sector Housing  
Eastgate Street Management Suite  
Eastgate Street  
Gloucester  
GL1 1PA

The Occupant  
First Floor Flat  
Green Barn  
Severnside Farm,  
Bonnie Lane,  
Gloucester  
GL1 2BZ

Date: 17/12/2025  
Officer: James Caldwell  
Direct Line: 01452 396967  
Email: james.caldwell@gloucester.gov.uk  
Team: Enforcement and Regulation  
**Council's Ref: 25/00030/ENF**  
**Inspectorate's Ref: APP/U1620/C/25/3371877**

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**IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY**

Dear sir/madam

You are being contacted as a person who has interest in the residential flats at Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ. A public inquiry is being held on 6<sup>th</sup> January 2026 at 10am at Meeting Room 1 Gloucester City Council, Eastgate Management Suite, Eastgate Street, GL1 1SS.

The inquiry is being held due to an appeal by Mr Sean Gorman against the enforcement notice served by Gloucester City Council. The notice alleges: without planning permission, the material change of use of part of the Building on the Land, from agricultural to residential use, to form two (2) self-contained residential dwellings, without the grant of planning permission, at Green Barn, Severnside Farm, Bonnies Lane, Gloucester, GL1 2BZ.

An Inspector appointed by the Secretary of State under paragraph 1(1) of Schedule 6 to the Town and Country Planning Act 1990 will attend at the place, date and time shown above to decide the appeal.

Members of the public may attend the inquiry and, at the discretion of the Inspector, express their views. If you are disabled or anyone you know who wants to go to the inquiry is disabled, contact the Council to confirm they can make proper arrangements such as parking spaces, access, seating arrangements and so on. Documents relating to the appeal can be viewed at the Council's offices by prior arrangement.

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**Yours sincerely,**



**James Caldwell**  
**Enforcement and Regulation Team Leader**