[redacted]

[redacted]

Sent: 18 March 2024 11:42
To: Tamara.Dale
Subject: Application for a Lawful Development Certificate DC-24-0267 Hampshire Farm, Countryman Lane, Shipley
Attachments: 1710761748214blob.jpg; 1710761787005blob.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Tamara

Thanks for your time this morning as I mentioned I am an immediate neighbour and we are directly impacted by the development and business at Hampshires Farm.

Having reviewed the documents on the HDC planning portal I have some serious concerns about the supporting documents that have been used to justify the retrospective planning application and for the application for a Lawful Development Certificate.

The supporting statements and evidence for Hampshires Farm DC-24-0267 online (HDC related documents) and sworn statements by Knepp have some inconsistencies.

Summary for consideration

1. We were not informed or consulted about the development that is now subject to retrospective planning. We raised concerns to HDC in 2023 raising concerns that the development is not lawful. This was done before any "4 year rule" would have come into force.

2. Application for a Lawful Development Certificate and the evidence of “existing use” is flawed. The site and tenants have not been selling cars and “operating continuously within the barn for in excess of 10 years” as stated in the supporting documents on HDC website.

3. [redacted] the tenancy agreement with Knepp Estate dated 1st July 2013 stated in schedule 3.19 and 3.20 “not to use the premises for any retail or wholesale trade.”

4. No sales transactions were done at Hampshires Farm during his occupancy (2013 – 2019).

5. There is no evidence on HDC website for a change of use for the Barn from agricultural to industrial use.

6. Have the relevant environmental permits been applied for and what is happening to the trade effluent when washing cars?

7. The nuisance and noise levels are getting worse and are not appropriate for a rural, residential area. The hours of work are incompatible and unsuitable for a residential area because of the disturbance from the operation.

8. [redacted]. has clauses in their tenancy agreement stating “not to use the premises for any retail or wholesale trade” and “Not to do at the premises any thing which may interfere with or disturb or become a nuisance or annoyance to the landlord or to the owners tenants or occupiers of the estate or any adjoining or adjacent premises” these are not being adhered to

Photos attached the barn in March 2023 and in 2016 (with open front and sides).





