



Appeal Decisions

Inquiry Held on 2 and 3 April 2024

Site visits made on 2 and 3 April 2024

by D Moore BSc (HONS), MCD, PGDip, MRTPI, IHBC

an Inspector appointed by the Secretary of State

Decision date: 12/04/2024

Land at Haveringland Hall Caravan Park, Haveringland Hall Country Park Estate, Haveringland NR10 4PN

Appeal A Ref: APP/K2610/C/23/3322357

Appeal B Ref: APP/K2610/C/23/3322364

Appeal C Ref: APP/K2610/C/23/3322367

Appeal E Ref: APP/K2610/C/23/3322374

Appeal F Ref: APP/K2610/C/23/3322376

Appeal G Ref: APP/K2610/C/23/3322379

Appeal H Ref: APP/K2610/C/23/3322383

Appeal I Ref: APP/K2610/C/23/3322384

Appeal K Ref: APP/K2610/C/23/3322395

Appeal N Ref: APP/K2610/C/23/3322402

Appeal O Ref: APP/K2610/C/23/3322405

Appeal P Ref: APP/K2610/C/23/3322406

Appeal Q Ref: APP/K2610/C/23/3322410

- The appeals are made under section 174 of the Town and Country Planning Act 1990 (the 1990 Act) as amended by the Planning and Compensation Act 1991 against an enforcement notice issued by Broadland District Council.
- Appeal A is made by Mrs Rebecca Julian and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal B is made by Mrs Melanie Arnup and is proceeding on the grounds set out in section 174(2)(b), (c) and (g) of the 1990 Act as amended.
- Appeal C is made by Mrs Denise Bugg and is proceeding on the grounds set out in section 174(2)(d) and (g) of the 1990 Act as amended.
- Appeal E is made by Mrs Catherine Dickson and is proceeding on the grounds set out in section 174(2)(d) and (g) of the 1990 Act as amended.
- Appeal F is made by Mr Raymond Fuggles and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal G is made by Mr Trevor Latimer and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal H is made by Mrs Linda Miles and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal I is made by Mr Robin Miles and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal K is made by Mr David Whiting and is proceeding on the grounds set out in section 174(2)(d) and (g) of the 1990 Act as amended.
- Appeal N is made by Mrs Mandy Sims and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal O is made by Mrs Julie White and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.

- Appeal P is made by Mr Ian White and is proceeding on the grounds set out in section 174(2)(b), (c), (d) and (g) of the 1990 Act as amended.
- Appeal Q is made by Mrs Cheryl Fairhall and is proceeding on the grounds set out in section 174(2)(d) and (g) of the 1990 Act as amended.
- The enforcement notice was issued on 19 April 2023.
- The breach of planning control as alleged in the notice is failure to comply with a condition imposed on a planning permission ref 2016/0531, granted on 9 July 2018. The development to which the permission relates is the "continued use of holiday caravan park including associated landscaping, internal roads, car parking, pathways, removal of disused show caravan base". The condition in question is no 2 which states that:
 - "(i) Notwithstanding the identified plots that are to be occupied on a permanent basis the caravan plots hereby approved are to be occupied for holiday purposes only.
 - (ii) The caravans shall not be occupied as a person's sole or main place of residence.
 - (iii) The owners/operators shall maintain an up-to-date register of the names of all owners/occupiers of individual caravans and of their main home address, confirmed by two proofs of residence, and shall make this information available at all reasonable times to the local planning authority.The identified plots are those set out in Schedule 2 of the deed of planning obligation dated 28 June 2018 made between the Council and HH Country Park Ltd". The notice alleges that the condition has not been complied with in that caravans other than those on the identified plots are being occupied as a person's sole or main place of residence and not for holiday purposes.
- The requirements of the notice are to cease using the caravans as a sole or main place of residence (other than those caravans on identified plots occupied by those persons as set out and identified in Schedule 2 of the deed of planning obligation dated 28 June 2018).
- The period for compliance with the requirements is five years.

Summary of Decisions: Appeals F, G, N, O and P are allowed on ground (b) and the enforcement notice is quashed.

Preliminary Matters

1. There is another appeal against the notice Ref APP/K2610/C/23/3321960, however, the appellant did not wish to attend the Inquiry and the appeal would be subject to a separate decision. Since I have decided to quash the enforcement notice, I do not need to take any further action in relation to this appeal.
2. I have received a copy of a letter on behalf of the site owner to the Council, dated 22 March 2024. It is argued that the enforcement notice is null because the Council did not follow the correct procedures in relation to the Public Sector Equality Duty, provided by Section 149 of the Equality Act 2010, when issuing the notice. A notice is only a nullity if the defect is evident on the face of the document. Consideration of procedural impropriety or expediency would involve detailed assessment and investigation of the background to the issue of the notice, and so should be the subject of an application for judicial review.
3. During the Inquiry, it was indicated that the appellants and the site owner would be willing to enter into a planning obligation under Section 106 of the 1990 Act to restrict occupation of the units to certain individuals. This would reflect a previous Section 106 agreement for the land. The proposed obligation would not be relevant to the grounds of appeal before me and, in any event, no obligation has been submitted.

4. The alleged breach concerns a breach of condition 2 of planning permission Ref 2016/0531, which sought permission for the continued use of the holiday caravan park and was granted on 9 July 2018 (the 2018 permission). The enforcement notice plan has been drafted to accord with the red line of this permission, which relates to the western part of the site.
5. There are other relevant planning permissions. Permission was granted on appeal in September 1979, Ref APP/5317/A/79/02868, for land covering the eastern part of the caravan park. This permitted the "continued use on a permanent basis of land at Haveringland Hall Caravan Park for the stationing of residential caravans" and was subject to a condition restricting the number of caravans to 16.
6. It was agreed that there was another planning permission granted in 1982 (Ref 81.2384) for the siting of one further caravan, although no documentation was available. This would have brought the total number of caravans permitted on this part of the site to 17.
7. Planning permission was granted subsequently on 14 September 2016 (application Ref 2016/0532) for the "Variation of condition 1 of appeal decision APP/5317/A/79/02868 to increase the number of permitted caravans to 19" (the 2016 permission). This was subject to a condition which limited the number of caravans to 19. Although this ostensibly related to a different part of the site, the red line for this application partially overlapped with that covering the western part pursuant to the 2018 permission.
8. The consequence is that Nos 35 and 36 Lakeview are within the application site for both the 2016 permission and the 2018 permission. They fall within the remit of both, one of which permits permanent residential use subject to a restriction on numbers, and the other permits a holiday use with no restriction on numbers.
9. In relation to No 35, which is owned by Appellant A, the Council explained the lodge appeared to be partially included within the red line of the enforcement notice plan due to a discrepancy between the Council's mapping system and the aerial photographs.
10. The Council and the Appellants have agreed that the plan annexed to the notice can be corrected without prejudice to exclude Appellant A's lodge. An agreed plan was submitted to the Inquiry (Plan 1). I was invited to use my powers under Section 176(1) of the 1990 Act accordingly. There is no reason for me to disagree with the parties' position on this matter and I will correct the plan to exclude No 35. On this basis, it was common ground that Appellant A has no interest in the land subject to the notice and the notice has no effect on them.
11. The situation in relation to No 36, which is owned by Appellants H and I, is more complex. The Council conceded at the Inquiry that the totality of caravans permitted on this part of the site was 20 by virtue of the previous permissions. However, there was no evidence that there were no more than 20 caravans already in existence when No 36 was sited at the end of March 2018.

12. Nonetheless, there was no dispute that No 36 was sited before the 2018 permission was granted on 9 July 2018. As such, it falls within the remit of the 2016 permission and would be subject to that permission including all its terms and conditions. It was agreed that the alleged breach did not apply to No 36 because the allegation concerned the 2018 permission. The parties further agreed that the notice should be corrected or varied to exclude No 36 from its provisions.
13. The Council suggested it would be sufficient to correct the wording of the allegation and/or the requirement and no further alterations to the plan would be required. This was to ensure the plan reflected the red line of the 2018 permission. Should the notice be upheld, it would apply to any further breaches within the land identified. However, at my prompting, a second plan (Plan 2), was submitted which followed the red line of the 2016 permission insofar as it related to Nos 35 and 36 Lakeview.
14. I do not agree that varying the wording of the notice without also correcting the plan would be appropriate. This is because it was agreed that No 36 was not bound by the terms of the 2018 permission. Therefore, it should be excluded from the notice in the same way as was agreed for No 35. To leave the red line unaltered in respect of No 36 would create ambiguity and, thus, injustice for Appellants H and I.
15. Furthermore, the current notice with the corrected Plan 1 would not necessarily assist the Council. Should any further breaches of planning control occur on the land subject to both the 2016 and the 2018 permissions, similar arguments as those raised by Appellants A, H and I could be advanced. If any further unauthorised caravans were to be sited, the Council could serve a further enforcement notice identifying the correct breach, if it were considered expedient.
16. Having considered all arguments in relation to No 36 Lakeview, I agree with the parties that the lodge falls within the remit of the 2016 permission and would be subject to that permission including all its terms and conditions. No 36 is not in breach of condition 2 of the 2018 permission and the notice should be corrected.
17. For the reasons given above, I consider the enforcement notice should be corrected through the substitution of Plan 2. On this basis, Appellants A, H and I have no interest in the land subject to the notice and the notice has no effect on them.

Appeals B, F, G, N, O and P on ground (b)

18. The appeals on ground (b) are that the matters alleged in the notice have not occurred as a matter of fact. In this type of appeal, the onus of proof is firmly upon the appellants with the relevant test of the evidence being on the balance of probabilities.
19. It was argued that the matter purported to constitute the breach has not occurred because the structures, while being used as a sole or main residence, are not caravans. The claims were also advanced on ground (c), that the

matters alleged do not constitute a breach of planning control. I have considered all these arguments on ground (b), which is more appropriate.

20. Caselaw has established that where a planning permission relates to a caravan, the word should be construed in accordance with the statutory definition¹. A caravan is defined in Section 29(1) to the Caravan Sites and Control of Development Act 1960 (the 1960 Act) as "any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed or being transported on a motor vehicle or trailer) and any motor vehicle so designed and adapted". This means that a caravan is mobile by definition.
21. Section 13(1) of the Caravan Sites Act 1968 as amended (the 1968 Act) provides that twin-unit caravans - a structure designed for human habitation which: (a) is composed of not more than two sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices; and (b) is, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer), shall not be treated as not being a caravan within the meaning of Part I of the Caravan Sites and Control of Development Act 1960 by reason only that it cannot lawfully be moved on a highway when assembled.
22. Consequently, a caravan is only a caravan if it meets the description laid down in s29(1) of the 1960 Act and s13(1) of the 1968 Act. Such cases will turn on their specific facts.
23. It is common ground that the lodges are 'twin-unit' structures insofar as they are composed of not more than two sections separately constructed and designed and were assembled on site. The dispute concerns whether or not the units are, when assembled, physically capable of being moved by road.
24. I saw the twin-unit structures are sited on concrete blocks or bases, are supported with metal struts and are fastened with chains. They are connected to services. The units varied in design and size and had been adapted through the addition of decking, steps or other appendages.
25. I have considered each of the twin-units separately. No 3 The Lodges, which is owned and occupied by Appellant N is a sizable twin-unit with a relatively large front projecting canopy forming a covered veranda. The canopy is supported by five metal posts that are integral to the decking. The roof to the veranda continues over the whole of the structure and there is no obvious join.
26. To move the twin-unit it would need to be altered to separate the posts that support the canopy from the decking. However, this would leave the posts with no support at the base, which would be problematic given that they are connected to the roof and are part of its overall structure.
27. If the assembled twin-unit were to be separated from the decking and then lifted, structural damage would be highly likely even if additional bracing and

¹ *Wyre Forest BC v Allen's Caravans* [1990] 2 WLR 517.

specialist lifting equipment were used. The lack of support to the posts could cause the roof to warp, which would in turn affect the walls. The same would apply if the unit were towed. Consequently, I do not consider the twin-unit known as No 3 The Lodges would be physically capable of being moved by road from one place to another when assembled.

28. No 9 Arboretum is owned and occupied by Appellant G. It is also a twin-unit with a large veranda. The roof over the veranda is part of the main roof and is supported on one side by a triangular-shaped bay window. This leaves about one metre of the roof structure unsupported at the front. The act of lifting the twin-unit onto a vehicle for transportation, and then moving it by road from one place to another, or by towing it, would carry a real risk of structural damage due to its size and intrinsic design. Hence, I do not consider the twin-unit known as No 9 Arboretum would be physically capable of being moved by road from one place to another when assembled.
29. No 18 Arboretum, which is owned and occupied by Appellant F, is also a relatively large twin-unit. It has projecting eaves at the front but no roof canopy. During the site visit I was able to look underneath the structure. I saw that it comprised two sections which were bolted together. Each section had a steel base frame, with wheels and supporting struts. The base frame appeared to be designed to bear the weight of each individual section, which would be logical as each would have been brought onto the site separately.
30. The base frame was not necessarily designed to be lifted and transported as one structure. Even with additional support bracing, it is likely that the act of lifting the twin-unit, or towing it, would place severe stress on the bolts that hold the base frame together resulting in movement. Movement at the base from lifting and/or transportation would be likely to lead to structural damage.
31. No 27 Arboretum is owned and occupied by Appellants O and P and is similar in design to No 18. It is a large twin-unit with projecting eaves and no roof canopy. Again, the steel base frames were bolted together, and the structure was not necessarily designed to be transported when assembled. I consider that lifting and/or transporting the unit by road would be likely to lead to structural damage. Therefore, I do not consider the twin-units known as No 18 and No 27 Arboretum would be physically capable of being moved by road from one place to another when assembled.
32. No 35 Arboretum is owned and occupied by Appellant B and is a smaller twin-unit with no canopy. The base frame to this structure appeared to be relatively substantial in relation to its size. From an external inspection it seems possible that the twin-unit could be transported by road due to its smaller size and the lack of roof canopy or other fixed appendages. Internally, I saw that the whole of the front half of the twin-unit was open plan, which accommodated a fitted kitchen with a central island. However, the internal dividing walls would not necessarily provide structural support and I must make this assessment on the basis of how the unit was laid out when first assembled.
33. Due to the facts specific to No 35 Arboretum, I consider that it would be possible to pick the twin-unit up intact, including its floor and roof, and put it

on a lorry by a crane or hoist. It would be possible to move it by road from one place to another due to its smaller size and design, without the reasonable likelihood of structural damage. The illegality of such transportation is irrelevant, as is the fact that the twin-unit could not be physically transported along the road leading to the site.

34. To summarise, I find that the twin-units occupied by Appellants F, G, N, O and P are not caravans since they do not meet the description laid down in s29(1) of the 1960 Act and s13(1)(b) of the 1968 Act. I consider they could not be moved from one place to another when assembled due to the risk of structural damage. However, the smaller twin-unit occupied by Appellant B does meet the statutory definition because I have found it to be capable of being moved from one place to another by road.
35. Given my conclusions in relation to Appeals F, G, N, O and P, I am satisfied that the appellants have shown on the balance of probabilities that the alleged breach has not occurred as a matter of fact. The twin-units are not caravans and cannot constitute a breach of condition 2 of planning permission 2016/0531. Therefore, these appeals succeed on ground (b).
36. In terms of Appeal B, the appellant has not shown on the balance of probabilities that the alleged breach has not occurred as a matter of fact. The twin-unit is considered to be a caravan and is subject to condition 2 of planning permission 2016/0531. Appeal B on ground (b) fails, therefore.
37. I have considered whether the notice could be corrected to exclude the relevant twin-units from the provisions of the notice, through a correction to the plan and/or the wording. The Courts interpret the power to correct or vary notices very widely, subject to the test of injustice. The Council indicated that the notice could be varied should any appeals succeed on ground (b) by listing the relevant addresses as additional 'identified plots', and/or by showing these twin-units on an amended plan. This clause already serves to exclude the units that were subject to the previous Section 106 agreement, although that was also restricted to specific occupants.
38. It was apparent that the enforcement notice plan does not reflect the situation on the ground and there would be difficulty identifying the twin-units that I have found not to be caravans. This would introduce uncertainty and possibly error, which would cause injustice for the Council and the Appellants.
39. Moreover, the power to correct or vary is discretionary. There are several other people living in twin-units at the site who did not make an appeal. Those units may also fall outside the statutory definition of a caravan. The occupants of those units would be seriously prejudiced if I were to correct the notice as described, because the notice would still apply to them, and they may face prosecution for non-compliance with its requirements. Therefore, I consider that making such corrections to the notice would cause a loss of natural justice. This is a reason not to exercise my discretion to correct the notice.

Conclusion

40. From the evidence at the Inquiry, I conclude that the allegation in the notice of failure to comply with a condition imposed on a planning permission Ref 2016/0531, granted on 9 July 2018, the occupation of caravans as a person's sole or main place of residence and not for holiday purposes only is incorrect, in that a number of the twin-units have been found not to be caravans. Accordingly, the related appeals should succeed on ground (b) to this extent.
41. However, it is not open to me to correct the allegation and the requirements in accordance with my powers under section 176(1)(a) of the 1990 Act since injustice would be caused were I to do so. The enforcement notice will be quashed, therefore.
42. In view of the success on ground (b), Appeals B, C, E, F, G, K, N, O, P and Q under grounds (d) and/or (g) as set out in section 174(2) of the 1990 Act as amended do not fall to be considered.

Formal Decision

43. It is directed that the enforcement notice be corrected through the deletion of the plan annexed to the notice and its replacement with the plan attached to this decision. Subject to the correction, the Appeals F, G, N, O and P are allowed and the enforcement notice is quashed.

D Moore

Inspector

APPEARANCES

FOR THE APPELLANTS:

Mr Thomas Julian (Solicitor)

FOR THE LOCAL PLANNING AUTHORITY:

Mr Nick Tollit (Enforcement Officer)

INTERESTED PERSONS:

Ms Tracey Woods

Mrs Rebecca Julian

Mr Ilker Burcin

DOCUMENTS SUBMITTED AT THE INQUIRY

Barton Parks Ltd v SSHCLG [2022] EWCA Civ 883

FSS v Arun DC [2006] EWCA Civ 1172

Wyre Forest DC v SSE [1990] 1 All ER 780

Ynys Mon Isle of Anglesey BC v SSW [1984] JPL 646

Brightlingsea Haven Ltd v Morris [2008] EWHC 1928 (QB)

Measor v SSETR [1998] 4 PLR 93

R (oao Save Woolley Valley Action Group) v Bath and North East Somerset Council [2012] EWHC 2161 (Admin)

Amended enforcement notice plan x 2

Updated Statement of Common Ground

Email from solicitor acting for the landowner dated 3 April 2024

Haveringland Hall Park

Enforcement Notice Plan

