

# Statement of Common Ground

between

**the South Worcestershire Councils (Malvern Hills District Council, Wychavon District Council and Worcester City Council)  
("SWC")**

and

**the Combined Landowners' Group comprising Bellway Homes, Hallam Land, Homes England, St Modwen, Summix and Wain Estates ("CLG")**

relating to

**the Worcestershire Parkway Strategic Growth Area ("WPSGA")  
and Framework S106 Approach**

**Date: 28 February 2025**



ST.MODWEN

PART OF HENRY BOOT

SUMMIX



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## 1. Introduction

- 1.1. This Statement of Common Ground (“SoCG”) relates to the Worcestershire Parkway Strategic Growth Area (WPSGA), which is proposed for allocation in the South Worcestershire Development Plan Review (SWDPR) in Policy SWDPR51. The boundary of the WPSGA is shown in **Figure 1**.
- 1.2. This Statement has been prepared by the South Worcestershire Councils (SWC) and the Combined Landowners’ Group (CLG), which represents the six main landowners – Bellway Homes, Hallam Land (for Spetchley Estate), Homes England, St Modwen (for Merton College), Summix (as promoters and owners) and Wain Estates (as promoters). **Figure 2** shows land ownership at Worcestershire Parkway with the land controlled by the CLG identified. The SWC and CLG are referred to in this document as ‘the parties’.
- 1.3. The CLG has agreed a SoCG with the SWCs in respect of policy SWDPR51 which was deposited with the Programme Officer on 10 February 2025.
- 1.4. There is further common ground between the parties CLG on matters which can assist the examination. This SoCG considers the approach to ensure that the Strategic Infrastructure at WP is delivered and that landowners and developers of land parcels benefitting from that Strategic Infrastructure contribute towards it, on a fair, proportionate and consistent basis.
- 1.5. This is a key requirement in the revised policy SWDPR51 (Part Oii) which is set out in the SoCG agreed between the parties (dated 10 February 2025) and supports the timely delivery of the allocation.
- 1.6. The relevant MIQs to which this SoCG relates are:
  - MIQ.91 Criterion H also sets out that the masterplan will be prepared by the site promoters in collaboration and agreed with the Local Planning Authority in consultation with Worcestershire County Council. Would that be effective, and is that genuinely plan-led? What is the evidence of agreement between the site promoters regarding the delivery of the site?
  - MIQ.111 SWDPR 51 J requires infrastructure to be provided in accordance with the latest Worcestershire Parkway Infrastructure Delivery Plan (IDP). Is SWDPR 51 clearly written and unambiguous, so that it is evident how a decision maker should react to development proposals by requiring compliance with the IDP which is not part of the development plan for the area?
- 1.7. In addition, by progressing a mechanism for the sharing of infrastructure costs now, this also mitigates a significant risk of delays in the determination of planning applications post planning committee which is an important factor in bring forward schemes of this scale so they contribute to both the five year housing land supply and delivery trajectory as a whole. It therefore plays into the following MIQs:
  - MIQ.36 The Councils have requested that the 5 year housing land supply (5YHLS) is confirmed as part of the examination process. The 5 YHLS should include a 10% buffer as per

NPPF 74b. What is the up-to-date supply of specific, deliverable housing sites in South Worcestershire to be considered in the 5 year housing land supply from the intended date of adoption? Will there be a five-year supply of deliverable housing sites on adoption of the Plan?

MIQ.39 Whilst the proposed housing allocations will be considered separately, are the broad assumptions made as to site capacity and when houses would be delivered realistic and justified?

MIQ.93 The housing trajectory (EXAM 24) sets out a housing delivery trajectory for the proposed site, with delivery of the proposed 5,000 houses in the plan period starting from 2028-29. Is this justified? In terms of the trajectory, what is the clear evidence that the proposed allocation would (in part) be in terms of the NPPF, either 'deliverable' and/or, 'developable'?

1.8. This SoCG is provided without prejudice to other matters of detail not outlined in this document that the parties may wish to raise during the examination. Nor does it prejudice or prejudice the formal consideration by Wychavon District Council as the Local Planning Authority of any future planning applications for development within the proposed WPSGA.

Figure 1 Worcestershire Parkway Strategic Growth Area Boundary

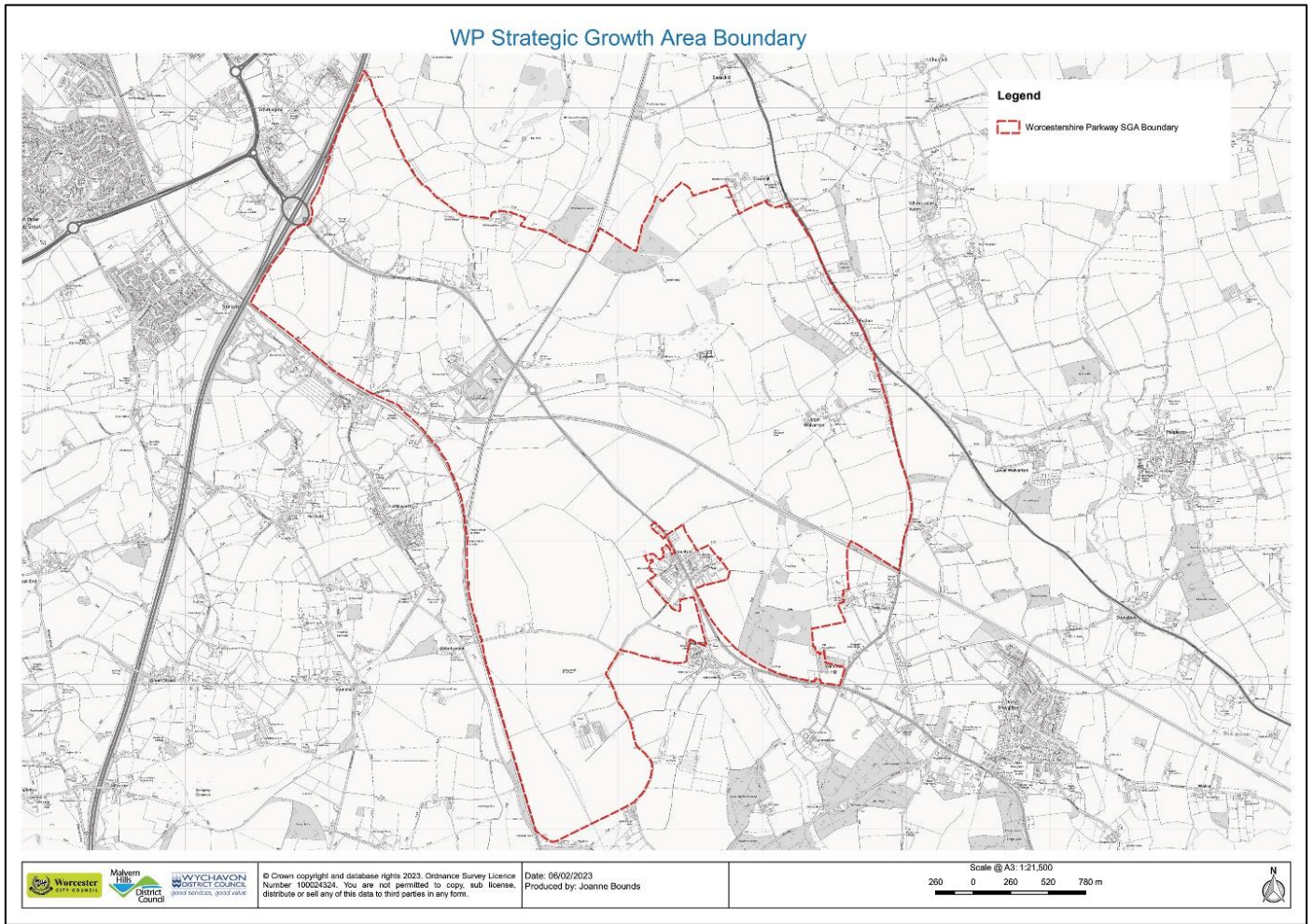
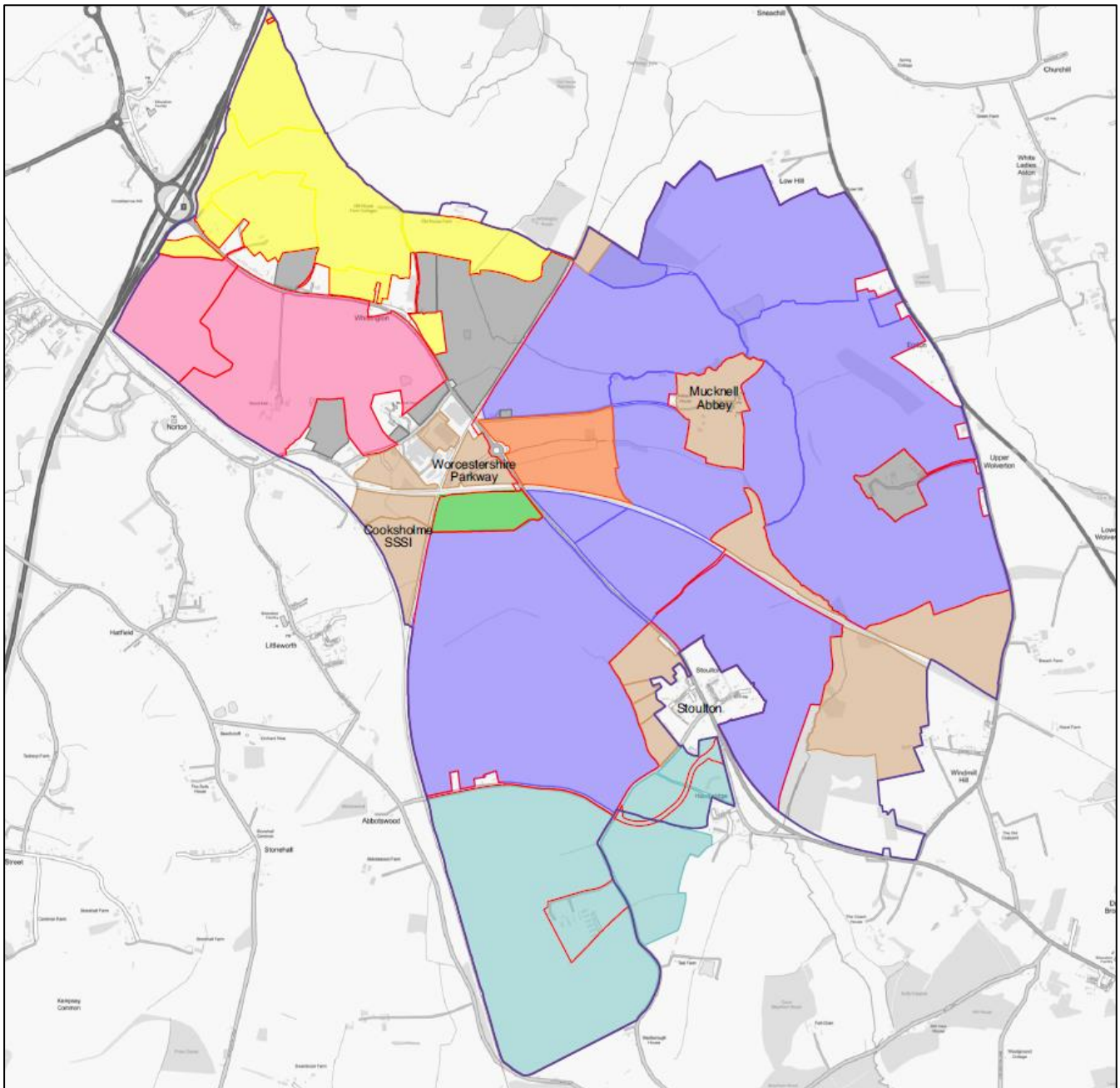


Figure 2 Landownership Map for Worcestershire Parkway



Promoter/ Developer	Areas
Bellway Homes	9.43 ha
Hallam Land	92.877 ha
Homes England	21.767 ha
Merton College and St Modwen	95.814 ha
Summix	530.769 ha
Wain Estates	146.008 ha
Grey box	Promoted by third party
Brown box	Not promoted
Blue outline	Allocation area
Red outline	Application areas

## **2. Worcestershire Parkway**

- 2.1. Worcestershire Parkway is proposed to be allocated in Policy SWDPR 51. Policy SWDPR 51 proposes approximately 10,000 dwellings and 50 hectares of employment land, plus schools, traveller and other community facilities, using garden community principles. The policy sets out a number of strategic infrastructure requirements which need to be met in order for this development to be brought forward. For the purposes of this SoCG, that infrastructure is referred to as “the Strategic Infrastructure”.
- 2.2. There is a recognised need to ensure that the Strategic Infrastructure is delivered and that landowners and developers of land parcels benefitting from that Strategic Infrastructure contribute towards it, on a fair, proportionate and consistent basis (“Overall Objective”)
- 2.3. The parties agree that there needs to be a mechanism for ensuring that all the strategic infrastructure required for the development of the WPSGA is delivered.
- 2.4. The parties agree that all landowners and developers of land within the WPSGA benefitting from such strategic infrastructure should contribute towards the costs of that infrastructure on a fair, proportionate and consistent basis.
- 2.5. This reflects Clause 4(d) of the [signed] Memorandum of Understanding (MOU) between the CLG members which identifies that the Parties intend to co-operate with each other and the local planning authorities (SWC and Worcestershire County Council) and contribute to discussions concerning the approach to delivery of the Strategic Infrastructure including, but not limited to, discussions concerning the Framework S106 approach and potential options regarding the equalisation of Strategic Infrastructure costs.
- 2.6. Further, Part Oii of the revised Policy SWDPR51 requires all applicants to enter into appropriate legal agreements to ensure that contributions are secured on an equitable/ pro rata basis to ensure the costs of site wide infrastructure required to secure the comprehensive delivery of the WPSGA are shared in a fair and reasonable manner.
- 2.7. The CLG and SWC are in agreement that for the Overall Objective and the requirements of Part Oii of SWDPR51 to be achieved an appropriate legal agreement mechanism could include a Template Framework Section 106 Agreement (“Template FS106”). Whilst this is the current direction of travel, alternative approaches could be considered if appropriate.

### **3. Template FS106**

- 3.1. The parties agree that the Template FS106 would be based on the latest agreed Worcestershire Parkway Infrastructure Delivery Plan (WP IDP) (ie the most recent IDP in place at the time of signing the Template FS106). The WP IDP will set out each item of strategic infrastructure required by the development of the WPSGA, together with the estimated cost of delivering that item of infrastructure and make it clear whether all development in the WPSGA or only certain development in the WPSGA is to contribute towards that item of infrastructure.
- 3.2. The IDP should be a 'living' document, allowing items of infrastructure and their costings to be regularly updated. SWC in collaboration with the CLG would decide a means of fairly and consistently apportioning the costs of the strategic infrastructure – for example, on a per dwelling basis according to the number of dwellings anticipated and/or floorspace attributable to employment/commercial development to benefit from that item of infrastructure.
- 3.3. The parties agree that the Template FS106 could be used as the approach (alternatives can be considered if appropriate) both before and after adoption of the WP SPD – before adoption, the Council could resolve to use the Template FS106 either at planning committee or full Council – to ensure that applications in WPSGA which come forward in advance of adoption of the SPD are treated on an equivalent basis, as far as infrastructure delivery is concerned, to those that come forward after adoption of the SPD.
- 3.4. The Template FS106 agreement approach is one that has been and is being used in relation to a site known as South West Rugby ("SW Rugby"), which is a site which has been allocated in Rugby Borough Council's Local Plan for around 5,000 homes and 35ha of B8 employment land. The Template FS106 agreement is a key document which supports the forward funding of strategic infrastructure by public and private sector parties through recovery of contributions on a fair and proportionate basis across a large allocation being delivered by multiple parties and via separate planning applications.
- 3.5. The Template FS106 is essentially a draft S106 agreement which is intended to be used every time a planning application comes forward for development within the SW Rugby site (barring minor exempt development).
- 3.6. Worcestershire Parkway shares many similarities with SW Rugby in that it will be taken forward by multiple landowners/developers through a number of separate planning applications (rather than a single application for the whole site) that are guided by an overarching framework masterplan/SPD. Homes England has worked with Rugby Borough Council, Warwickshire County Council and Pinsent Masons LLP in developing the Framework S106 Agreement approach adopted at SW Rugby. This has been essential to ensure that contributions are secured on an equitable/ pro rata basis towards site wide infrastructure and to support the recovery of forward funded investment in the project by Homes England in a fair and reasonable manner.



- 3.7. The parties agree that a similar approach to the SW Rugby Framework S106 could be taken forward at Worcestershire Parkway.
- 3.8. Through the preparation of the draft Framework S106 now and alongside the determination of the planning applications at Worcestershire Parkway, this offers the opportunity to significantly reduce potential delays in determining the applications by avoiding protracted negotiations on S106 agreements prior to decision notices being issued.

#### **4. Template FS106 approach – how it would work?**

4.1. The key components of the proposed Template FS106 approach would be as follows:

1. There will be an agreed IDP for WP. It would set out each item of Strategic Infrastructure together with the estimated cost of delivering each item of Strategic Infrastructure. It would be clear whether all or only certain parcels of land within WP are to contribute towards each item of Strategic Infrastructure – for example, it could be agreed that only employment development would contribute towards certain items of Strategic Infrastructure (such as highways, active travel and public transport) whereas residential development would contribute towards all IDP items (including infrastructure such as education or healthcare and others not relevant to employment development). The IDP would be a ‘living’ document, allowing items of infrastructure and their costs to be regularly updated, as necessary.
2. The SWCs in collaboration with the CLG would decide a means of fairly and consistently apportioning the costs of delivery of each item of Strategic Infrastructure in the IDP – for example, the costs may be calculated on a per dwelling basis according to the number of dwellings and/or floorspace attributable to employment/commercial development anticipated to benefit from that item of Strategic Infrastructure.
3. The SWCs, in collaboration with the CLG, would prepare a draft template FS106 agreement. This would be the Template FS106 and would be split into two parts.
  - a. Part 1 would be concerned with the delivery of Strategic Infrastructure and would be drafted in detail, with the intention that Part 1 would, barring adjustments to reflect the IDP and minor site-specific adjustments, be the same in every Section 106 Agreement negotiated across all parts of the WP allocation. This would ensure that a common approach is taken by the SWCs to all development coming forward within the WP allocation that will benefit from the Strategic Infrastructure and all landowners and developers of such development are treated equitably, proportionately and consistently in relation to the funding of the Strategic Infrastructure.
  - b. Part 2 would cover site-specific requirements such as affordable housing and on-site open space and would be bespoke for every site.
4. The SWCs would use the Template FS106 as a base draft for the Section 106 agreement required each time a planning application for relevant development within WP came forward.
5. It is important to note that it would not be a requirement for all parties (as a Combined Landowners Group) to enter into the Template FS106 at the same time nor would it be a requirement for some or all parties to be signatories to each Template S106 (unless joint applications are submitted). The Template FS106 would be a template document, used by the local planning authority as the base document for individual Section 106 agreements (entered into in relation to each individual planning application) for development within WP.

6. It should also be noted that the Template FS106 approach would not preclude collaboration or equalisation agreements from being entered into between landowners and developers should landowners and developers wish to do so.

## **CIL**


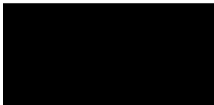





- 4.2. The parties understand that strategic development allocations which were allocated in the existing South Worcestershire Joint Local Plan have a zero rate for the purposes of the Community Infrastructure Levy ("CIL").
- 4.3. The parties note that that the Charging Schedule is being revised alongside the SWDPR and the version recently consulted upon proposes strategic development allocations (being allocated sites of more than 1,000 dwellings and so would include WP) would have a zero rate.
- 4.4. On the assumption that this proposed approach is adopted and any planning applications for WP are only determined once the SWDPR has been adopted and the new Charging Schedule is in place, the parties understanding is that WP would attract a zero rate and so no CIL would be payable.

## **7. Conclusion**

- 7.1 This SoCG has been prepared by the parties to assist the examination and should be read alongside the SoCG agreed between SWC and the CLG (deposited with the programme office on 10 February 2025).
- 7.2 This SoCG is provided without prejudice to other matters of detail not outlined in this document that the parties may wish to raise during the examination.

## 8. Signatories

8.1 This Statement has been agreed and signed by the following:

<p><b>South Worcestershire Councils (Wychavon and Malvern Hills District Councils)</b></p> <p>Name: Ian MacLeod</p> <p>Position: Director of Planning and Infrastructure, Malvern Hills District Council and Wychavon District Council</p> <p>Date agreed: 28.02.2025</p> <p>Signature</p> 	<p><b>South Worcestershire Councils (Worcester City Council)</b></p> <p>Name: Duncan Rudge</p> <p>Position: Head of Planning, Worcester City</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 	<p><b>Bellway Homes</b></p> <p>Name: Fergus Thomas</p> <p>Position: Strategic Land Director – Central Region</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 
<p><b>Hallam Land</b></p> <p>Name: Andy Birch</p> <p>Position: Executive Director</p> <p>Date agreed:</p> <p>Signature: 28.02.2025</p> 	<p><b>Homes England</b></p> <p>Name: Ben Frodsham</p> <p>Position: Head of Planning &amp; Enabling - Central</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 	<p><b>St Modwen</b></p> <p>Name: Rebecca Palmer</p> <p>Position: Senior Planning Manager (St Modwen Developments Limited)</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 
<p><b>Summix</b></p> <p>Name: Niamh O'Connor</p> <p>Position: Partner (Summix MDB Development Ltd and WPW Development Ltd)</p> <p>Date agreed: 28.02.2025</p> <p>Signature</p> 	<p><b>Wain Estates</b></p> <p>Name: Neil Lewis</p> <p>Position: Planning Director</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 