

Appendix A - Student Halls of Residence

Supplementary Planning Document – consultation draft

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Introduction

Overview

- 1.1 This Supplementary Planning Document (SPD) provides guidance to developers on how the council will assess and deal with planning applications for student halls of residence (Class C1 use). The SPD includes a definition of halls of residence, preferred locations for such developments and management and design standards such accommodation should meet.
- 1.2 This SPD adds further detail to policies PCS19 "Housing mix, size and affordable housing", PCS20 "Houses in Multiple Occupation" (HMO's) and PCS23 "Design and Conservation" of the Portsmouth Plan.

Background

- 1.3 The university student population has grown since 2000 which has created an increased demand for student accommodation in the form of halls of residence or HMO's (shared housing). Halls of residence are no longer provided solely by the university but many schemes for purpose built student accommodation are being bought forward by the private sector. At present there is no guidance as to what constitutes a hall of residence or any standards regarding the type and size of accommodation that should be provided for students.
- 1.4 The council has an SPD which set out standards for C3 residential accommodation and an SPD to avoid concentrations of HMO's. It is therefore considered appropriate to produce an SPD on Student Halls of Residence to:
 - Provide a definition of halls of residence to distinguish them from HMO's; and
 - Set out standards to ensure a good standard of accommodation is provided and Halls of Residences are properly managed to reduce the likelihood of any negative impacts on residential amenity.

Definition

Student Halls of Residence - a definition

2.1 In order to be considered a Student Halls of Residence for the purposes of determining planning applications the council will use the following definition:

2.2 A student Hall of Residence is:

"Accommodation that is used during term time solely by persons who are undertaking a full time course of further or higher education in Portsmouth.

The accommodation would be for more than 15 persons and as a minimum should provide communal kitchens and lounges of a suitable size for the number of residents (see standards later in para.5.2) and an element of pastoral care¹ on site."

Need

The Need for Halls of Residence

3.1 The demand for halls of residence is mainly from students at the University of Portsmouth. There are also students at language schools - the International College Portsmouth (ICP) and LSI Portsmouth (Language Specialists International), who may require accommodation in the city.

3.2 In the last few years the University has had an undersupply of halls of residence by about 1000 bed spaces. The university has 3000 rooms but 4000 first year students and ideally the university would like to offer a room in halls to all first year students.

3.3 Therefore at the current time there is a need for additional halls of residence in the city. The council will monitor the situation to ensure enough spaces are provided to meet the need and that an oversupply is avoided.

Location

Location

4.1 New halls of residence should be located close to the University or other educational establishment in order to ensure that journeys are made by foot

¹ Pastoral care - looking after the health and well-being of students.

or cycle and therefore reduce the need for a car. The preferred location would be the city centre or locations within walking / cycling distance.

Standards

Standards

- 5.1 It is important to ensure that any halls of residence provided in the city offer a good standard of accommodation for students. Some recent designs of purpose built student accommodation have been based on studio / bed sit style accommodation. This may not be appropriate or suitable for many students not least because of the potential limitation this might place on social interaction. However, studio apartments may be acceptable for some students in particular post graduate or mature students.
- 5.2 In Portsmouth the University owned halls of residences are managed in accordance with the Universities UK Code of Practice for University Managed Student Accommodation². This code covers general management issues and also the following room size requirements:
- Single room - minimum 7 m²
- Kitchen - where there are 6-10 students sharing a kitchen / diner of 19.5m² minimum should be provided.
- 5.3 Halls of Residence provided by private providers will be expected to meet the same room requirements. Bed sit style accommodation (i.e. ensuite rooms with cooking facilities) will not normally be considered an appropriate form of accommodation. Applications for halls of residence will have to comply with existing policies on design and standards as set out in:
- PCS23 Design and Conservation (the Portsmouth Plan)
 - Parking Standards SPD
 - Sustainable Design and Construction SPD
- 5.4 In addition private providers of halls of residence will be expected to sign up to the National Code of Standards for Larger Developments for Student Accommodation Not Managed or Controlled by Educational Establishments (www.nationalcode.org/Upload/File/NationalCode-Private.pdf).
- 5.5 The purpose of the code is to help ensure that managers and tenants enjoy the benefit of a good standard of housing management and practice. The code, as well as dealing with issues such as repairs, furniture to be provided, fire safety, also ensures that the building and any surrounding grounds are well maintained, not overgrown and kept free of waste and litter.

² www.universitiesuk.ac.uk

Other

- 6.1 There are certain standards and policies that do not apply to student accommodation such as a requirement for the provision of affordable housing, and space standards (PCS19). In order to waive these requirements the council needs to be satisfied that the proposed accommodation is student accommodation that conforms to the norms set out in the Codes for accommodation provided either by the Universities or in accordance with appendix 1 and will be restricted to use during term time by students. To achieve the appropriate restrictions, applicants will be expected to enter into a section 106 planning obligation restricting the occupation to be used solely by students during term time. A draft form of the standard Section 106 planning obligation is included as appendix 1.

Appendix 1 - Draft Planning Obligations for Student Halls planning restrictions

Dated

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to

(3) PORTSMOUTH CITY COUNCIL

AGREEMENT

**Under Section 106 Town and Country Planning Act 1990
Relating to Land at xxxxxxxxx Portsmouth**

RESTRICTING DEVELOPMENT FOR USE AS STUDENT ACCOMMODATION

This agreement is a Section 106 Agreement proposed in terms to restrict development of an application site to use for student accommodation in a manner that accords with the planning objectives of the Council as local planning authority into the future in accordance with the Council's policies. It should be read in conjunction with the Portsmouth Plan, and the Student Accommodation Supplementary Planning Document, (SPD) which are available on the Council's website.

The draft is proposed for consideration by developers who understand from the Portsmouth Plan or the SPD that a planning obligation securing an appropriate restriction limiting their proposed development to use for students only (and Class C1 of the Town and Country Planning (Use Classes) Order 1987) will be required to enable their development proposals to accord with the policies of the Plan. The Council has displayed the draft agreement to facilitate early discussion of its terms in such a case: it is offered without prejudice to further negotiation of terms in a particular case, and without prejudice to the duty of the Council to determine any related planning application " . in accordance with the plan unless material considerations indicate otherwise".

N.B Portsmouth City Council: this draft agreement should be used only after reference to the guidance given in the Council's planning policy documents which are available on the Council's website. The draft is published without prejudice to the duty of the Council as local planning authority to draft, negotiate and complete/accept Section 106 obligations that accord with the Portsmouth Plan in securing the Council's regeneration objectives.

THIS AGREEMENT is made the

day of

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BETWEEN

- (1) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square, Portsmouth PO1 2PX(**"the Council"**) and
- (2) (the **"First Owner"**) of
- (3) (the **"Second Owner"**) of

BACKGROUND

- (A) For the purposes of the Act, the Council is the local planning authority for the area within which the Site is located and the local planning authority which is entitled to enforce the obligations contained in this Deed of Agreement
- (B) The Owners are the freehold owners of the whole of the Site.

In each case these background details (recitals) must be adapted to ensure all interest in the land and the owners of such interests are described

- (C) TheOwner (insert Developer if a developer has made the application: if so, the Developer must be a party shown in the numbered section at the beginning)has made the Planning Application to the Council for permission to develop the site according to the Planning Application
- (D) The Owners (*and all other parties referred to as above and listed here*) makes this Agreement in anticipation of the grant of Planning Permission by the Council subject to the Owners (*and all other parties*) entering into this Undertaking which makes provision for regulating the Development and securing the matters referred to in this Undertaking.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

"the Act"	the Town and Country Planning Act 1990;
"Agreement"	Shall mean this Deed of Agreement
"Commencement of Development"	shall mean the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and similar expressions shall be construed accordingly
"Development"	shall Mean ~~~~~~ <i>insert here the details of the works proposed by the application</i>
"Halls of Residence"	shall mean that part of the Development comprising study/bedrooms to be occupied

	during University of Portsmouth Terms by Students in accordance with the Planning Permission and this Agreement
"Interest"	shall mean interest at 4% above the base lending rate of the Bank of England from time to time
"Occupation" and "occupied"	shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display
"Owners"	shall mean the <i>the First Owner and the Second Owner</i>
"Plan"	shall mean the <i>definition of an appropriate plan to be inserted and the plan attached</i>
"Planning Application"	shall mean the application for full planning permission submitted to the Council for the Development and allocated reference number <i>to be inserted</i> by the Council
"Planning Permission"	shall mean the full planning permission subject to conditions to be granted by the Council in determining the Planning Application substantially in the form set out in the First Schedule
"Project Management Fee"	shall mean a sum equal to <i>this sum may vary over the course of time and the relevant planning officer will advise the appropriate figure when the agreement is proposed</i>
"Register of Residents"	shall mean a written register substantially in the form shown at Annexe 1 of the Schedule and maintained and kept up to date by or on behalf of the Owners <i>etc</i> and recording details of the students in occupation of the Halls of Residence
"Site"	Means the freehold property at <i>address of application stie including all land in any title of ownership which is affected by the development or the agreement</i> as shown edged in red on the Plan and registered at the Land Registry under the Title Number(s) xxxxxxxxxxxx
"Student"	shall mean a person who is for the time being and at all times while resident in the Halls of Residence a full-time student at a college or university within the vicinity of the Development
"University of Portsmouth Academic Terms"	Shall mean the mandatory periods of study set by the University of Portsmouth for each of its students and published by the University of Portsmouth during the preceding academic year.

2. INTERPRETATION AND CONSTRUCTION

2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.

- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.4 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions, policies and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Site include any part of it.
- 2.8 References to "written" "writing" or "written down" does not include faxes or e-mail.
- 2.9 References to any party in this Agreement include the successors in title of that party and any references to the Council include any successor local planning authority exercising planning powers under the Act.
- 2.10 References to "including" means "including, without limitation" and where appropriate in context shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.11 Any covenant by the Owner *mortgagee etc* not to do any act or thing includes a covenant not to knowingly agree to or permit or allow the doing of that act or thing.
- 2.12 Where two or more people form a party to this Undertaking, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Undertaking shall be unaffected.

3. EFFECT OF THIS AGREEMENT

- 3.1 This Agreement is made by Deed pursuant to section made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner *mortgagee etc*.
- 3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers
- 3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 3.5 Nothing in this Undertaking prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Undertaking, whether or not pursuant to an appeal.
- 3.6 The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- 3.7 None of the terms of this Agreement may be rescinded or varied except in accordance with Sections 106A and 106B of the Act.

4. COMMENCEMENT

- 4.1 Unless otherwise provided, this Agreement, its terms provisions covenants and obligations shall have effect from the date first shown above.
- 4.2 The Owners shall give to the Council not less than seven days written notice of intention to Commence Development on the Site and shall confirm in writing within seven days following Commencement of Development that it has Commenced PROVIDED THAT failure to provide either of the said notifications shall not render this Undertaking inoperative.

5. OBLIGATIONS OF THE PARTIES

- 5.1 The Owner *mortgagees etc* COVENANTS with the Council to comply with its obligations as set out in the Second Schedule in relation to the Development

6. REGISTRATION

- 6.1. This Agreement may be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Council and at the the Land Registry and within 28 days of completion a copy of the the Land Registry title register showing the Agreement registered against the title shall be provided to the Council by the Owners.

7. CONTRACTUAL RIGHTS OF THIRD PARTIES

- 7.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

8. NOTIFICATION

- 8.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first or second class post, pre-paid or recorded delivery.
- 8.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Council shall be marked for the attention of the City Solicitor
- 8.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:
- 8.3.1 if delivered by hand, at the time of delivery;
- 8.3.2 if sent by post, on the third working day after posting; or
- 8.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 8.4 If a notice, demand or any other communication is served after 4.00pm on a working day, or on a day that is not a working day, it shall be treated as having been served on the next working day.
- 8.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceeding and the Owner mortgagee etc agrees with the Council to give the Council immediate written notice of any

change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with details of the area of the Site transferred to the transferee by reference to a plan.

8.6 The Owner *the mortgagee etc* agree(s) with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with details of the area of the Site transferred to the transferee by reference to a plan.

9. TERMINATION

9.1 In so far only as it has not already been complied with this Agreement shall lapse and be of no further effect if:

9.1 the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable or

9.2 the Planning Permission expires before the Commencement of Development without having been implemented

10. DETERMINATION OF DISPUTES

10.1 Subject to clauses 10.6 and 10.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 10 provided that the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute

10.2 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 10.3.

10.3 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination provided that if no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.

10.4 The Specialist shall act as an independent expert and:

10.4.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;

10.4.2 each party shall have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;

10.4.3 the Specialist shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

10.4.4 the Specialist shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

10.4.5 the Specialist shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and

10.4.6 the Specialist shall use all reasonable endeavours to publish his decision within 30 working days of his appointment.

10.5 Responsibility for the costs of referring a dispute to a Specialist under this clause 10, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not

the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

- 10.6 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 10.8 The provisions of this Clause 10 shall not affect the ability of the Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Deed and consequential and interim orders and relief

11. INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

10. COSTS

14.1 The Owner shall pay to the Council on completion of this Undertaking the reasonable legal costs of the Council incurred in the consideration of this Undertaking in preparation for the appeal.

11. WARRANTY FOR TITLE

1.1 The Owner warrants that it is entitled to be registered as the freehold owner of the Site and is immediately entitled to possession and no other person has an interest therein at law or in equity jurisdiction

N WITNESS whereof the parties hereto have caused this Undertaking to be executed as a deed the day and year first before written

<p>EXECUTED AS A DEED by <i>THE APPROPRIATE EXECUTION CLAUSE FOR EACH PARTY WILL HAVE TO BE INSERTED HERE IN EACH CASE (having regard to their identity as an individual, company or other body corporate</i></p>	<p>..... Director</p>
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Schedule – the Student Halls of Residence

The Owners jointly and severally covenant with the Council:

1. During University of Portsmouth Academic Terms not to use nor permit or allow the use of any of the **insert number** study/bedrooms in the Halls of Residence for any purpose other than as temporary residential accommodation for a Student during his or her period of study
2. To keep and at all times maintain the Register of Residents with such details as are an accurate record of the Students resident in the Halls of Residence and sufficient to be relied upon by the Council for monitoring compliance with the Agreement
3. To produce a true copy of the Register of Residents to the City Development Manager upon reasonable written demand being made by the City Development Manager PROVIDED THAT not more than four such written demands shall be made in any calendar year
4. At all times other than University of Portsmouth Academic Terms not to use nor permit or allow to be used or to be occupied any of the **insert number** study/bedrooms in the Halls of Residence for any purpose other than as temporary residential accommodation for periods not exceeding two months in the case of any individual resident so occupying the Halls of Residence and for the avoidance of doubt this restriction shall apply also to Students occupying any study/bedroom in the Halls of Residence as a temporary resident other than during the University of Portsmouth Academic Terms
- 5.1 To give the Council written notice not more than fourteen days following the day the first Student occupies any study/bedroom in the Halls of Residence that the Halls of Residence are occupied as such and
- 5.2 To provide a copy of the Register of Residents accurately showing the required details at the time that notice is given in accordance with paragraph 6.1 and
- 5.3 to pay the Project Management Fee not more than 14 days after giving the notice referred to in paragraph 5.1 of this Schedule



Portsmouth
CITY COUNCIL

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Email: planningpolicy@portsmouthcc.gov.uk

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You can get this
Portsmouth City
Council information
in large print, Braille,
audio or in another
language by calling
023 9268 8633.