



My ref: Blackburn/22/NFNPA

Head of Development Control
New Forest National Park Authority
Lymington Town Hall
Avenue Road
Lymington
Hampshire SO41 9AD

4th March 2022

RE: TOWN AND COUNTRY PLANNING ACT 1990 – APPLICATION FOR CERTIFICATE OF LAWFULNESS OF PROPOSED USE OR DEVELOPMENT IN RESPECT OF: USE OF EXISTING HOTEL ROOMS IN GOLF CLUBHOUSE AS GOLF PRO SHOP - AT BRAMSHAW GOLF CLUB/THE BELL INN, LYNDHURST ROAD, BROOK, LYNDHURST S043 7HE

I attach an application for a Certificate of Lawfulness of Proposed Use or Development in respect of the above and confirm that arrangements have been made to pay the appropriate fee.

The application seeks confirmation that the use of part of the existing golf clubhouse, currently used as hotel accommodation, as the golf club pro shop does not involve 'development' within the meaning of section 55 of the 1990 Act.

The Bell Inn and Bramshaw Golf Club are now under new ownership. Previously, although run as separate businesses for accounting purposes, both the Bell Inn and the Bramshaw Golf Club have always comprised a single planning unit in mixed use.

The pro shop is currently housed in a detached building that sits alongside the golf clubhouse. The proposal is to relocate the pro shop into the golf clubhouse. The space it will occupy is currently, and has been for many years, laid out and used as guest bedrooms for the Bell Inn.

The Inn and the Golf Club have always operated on a symbiotic basis, whereby golf club members use the facilities of the Inn, including the restaurant and bar areas, and often the hotel rooms themselves when staying overnight – and in turn some of the hotel rooms are located within the golf clubhouse building.

Furthermore the Inn and the Golf Club buildings are all located in the same part of the site, and are adjoined by parking spaces that are used by patrons of both facilities interchangeably. There is no physical or functional separation of the two operations and it is clear that there is a single planning unit in mixed use. Indeed, this is a common practice at golf clubs that also contain hotels, and vice versa.

The concept of the planning unit was established in the case of *Burdle v SSE* [1972] 3 All E.R. 240. This set out three tests for determining the appropriate planning unit, in order to assess the materiality of any change of use.

First, whenever it is possible to recognise a single main purpose of the occupier's use of land to which secondary activities are incidental or ancillary, the whole unit of occupation should be considered.

Secondly, it may equally be appropriate to consider the entire unit of occupation even though the occupier carries on a variety of activities and it is not possible to say that one is incidental or ancillary to another. This is well settled in the case of a composite use where the component activities fluctuate in their intensity from time to time but the different activities are not confined within separate and physically distinct areas of land.

Thirdly, it may occur that within a single unit of occupation two or more physically separate and distinct areas are occupied for substantially different and unrelated purposes. In such a case each area used for a different main purpose (together with its incidental and ancillary activities) ought to be considered as a separate planning unit.

The general rule which can be derived from the above is that the unit of occupation is the appropriate planning unit to consider, until or unless a smaller unit is identified which is in separate use, both physically and functionally.

In the present case it is clear that the activities involved fall within the second *Burdle* category, whereby the entire unit of occupation is relevant and neither activity is incidental nor ancillary to the other. Furthermore both occupy the land in a manner that makes them indistinguishable from each other in terms of physical or functional separation. Put simply, it is not possible to determine where the golf club activities end and the hotel/inn activities start, because the two are so inter-mixed that no such distinction can be made. The golf club and the inn/hotel are therefore in essence a composite or mixed use of a single planning unit.

That being the case, it is necessary to look at the proposals in light of this fact. The proposals do not involve any external alterations to the existing clubhouse building, so involve no 'development' in that sense. There are some limited internal works proposed to facilitate the pro shop use, but these do not materially affect the external appearance of the building and therefore do not qualify as 'development' either, given the terms of section 55 (2)(a) of the Act.

The pro shop use of the area currently used as hotel rooms does not involve the introduction of a use or activity that does not already take place within the planning unit – there are already hotel rooms and a pro shop on the site and the reconfiguration of these activities does not introduce a different use and does not intensify the overall use of the site – it merely repositions the existing pro shop at the expense of two hotel rooms, and the overall character of the site and the manner in which it is used will clearly not change as a result of this – and certainly not in a 'material' way.

In terms of the existing pro shop, this is proposed to be modified externally so that it can be used as a treatment/spa area for guests/members, and the external works to facilitate that will require planning permission and it is intended that a planning application for those works will be submitted in due course. Again, the use of that building for its intended purposes will not involve development for the same reasons as set out above, but a planning application for the external works will be submitted at the appropriate time.

In summary, then, it is clear that the proposals in this case do not involve a material change of use of the relevant planning unit and do not involve any operational development that would materially affect the external appearance of the building, and in those circumstances no development within the meaning of section 55 of the Act is involved and consequently a Certificate of Lawfulness to that effect can be issued.

Yours Faithfully,

A black rectangular redaction box covering the signature of Jerry Davies.

Jerry Davies

JPD
JPC