
NORTH AYRSHIRE COUNCIL

24 March 2021

Local Review Body

Title: Notice of Review: 20/00976/PP – Site adjacent to Graze Restaurant, 1 – 5 Crossroads, Dalry

Purpose: To submit, for consideration of the Local Review Body, a Notice of Review by the applicant requesting the removal of condition 4 of planning permission 20/00976/PP.

Recommendation: That the Local Review Body considers the Notice of Review.

1. Executive Summary

- 1.1 The Town and Country Planning (Scotland) Act 1997, as amended by the Planning (Scotland) Act 2006, provides for certain categories of planning application for "local" developments to be determined by appointed officers under delegated powers. Where such an application is refused, granted subject to conditions or not determined within the prescribed period of 2 months, the applicant may submit a Notice of Review to require the Planning Authority to review the case. Notices of Review in relation to refusals must be submitted within 3 months of the date of the Decision Notice.

2. Background

- 2.1 A Notice of Review was submitted in respect of Planning Application 20/00976/PP – removal of condition 4 for the siting of 5 additional shipping containers within a storage site adjacent to Graze Restaurant, 1 – 5 Crossroads.
- 2.2 The application was approved subject to conditions by appointed officers under delegated powers, detailed in the Decision Notice.
- 2.3 The following related documents are set out in the appendices to the report: -
- Appendix 1 - Notice of Review documentation;
 - Appendix 2 - Report of Handling;
 - Appendix 3 - Location Plan; and
 - Appendix 4 - Planning Decision Notice;
 - Appendix 5 - Further Representations; and
 - Appendix 6 - Applicants Response to Further Representations.

3. Proposals

- 3.1 The Local Review Body is invited to consider the Notice of Review.

4. Implications/Socio-economic Duty

Financial

4.1 None arising from the recommendation of this report.

Human Resources

4.2 None arising from the recommendation of this report.

Legal

4.3 The Notice of Review requires to be considered in terms of the Town and Country Planning (Scotland) Act 1997, as amended by the Planning (Scotland) Act 2006, and the Town and Country Planning (Schemes of Delegation and Local Review Procedure) (Scotland) Regulations 2013.

Equality/Socio-economic

4.4 None arising from the recommendation of this report.

Environmental and Sustainability

4.5 None arising from the recommendation of this report.

Key Priorities

4.6 None arising from the recommendation of this report.

Community Benefits

4.7 None arising from the recommendation of this report.

5. Consultation

5.1 Interested parties (both objectors to the planning application and statutory consultees) were invited to submit representations in terms of the Notice of Review and these are attached at Appendix 5 to the report.

5.2 The applicant has had an opportunity to respond to the further representations and their response is set out in Appendix 6 to the report.

Craig Hatton
Chief Executive

For further information please contact **Hayley Clancy, Committee Services Officer**, on **01294 324136**.

Background Papers



Cunninghame House Friars Croft Irvine KA12 8EE Email: eplanning@north-ayrshire.gov.uk

Applications cannot be validated until all the necessary documentation has been submitted and the required fee has been paid.

Thank you for completing this application form:

ONLINE REFERENCE 100320546-005

The online reference is the unique reference for your online form only. The Planning Authority will allocate an Application Number when your form is validated. Please quote this reference if you need to contact the planning Authority about this application.

Applicant or Agent Details

Are you an applicant or an agent? * (An agent is an architect, consultant or someone else acting on behalf of the applicant in connection with this application)

☒ Applicant ☐ Agent

Applicant Details

Please enter Applicant details

Title:	<input type="text" value="Mr"/>	You must enter a Building Name or Number, or both: *	
Other Title:	<input type="text"/>	Building Name:	<input type="text"/>
First Name: *	<input type="text" value="Greg"/>	Building Number:	<input type="text"/>
Last Name: *	<input type="text" value="Mctaggart"/>	Address 1 (Street): *	<input type="text"/>
Company/Organisation	<input type="text"/>	Address 2:	<input type="text"/>
Telephone Number: *	<input type="text"/>	Town/City: *	<input type="text"/>
Extension Number:	<input type="text"/>	Country: *	<input type="text"/>
Mobile Number:	<input type="text"/>	Postcode: *	<input type="text"/>
Fax Number:	<input type="text"/>		
Email Address: *	<input type="text"/>		

Site Address Details

Planning Authority:

North Ayrshire Council

Full postal address of the site (including postcode where available):

Address 1:

Address 2:

Address 3:

Address 4:

Address 5:

Town/City/Settlement:

Post Code:

Please identify/describe the location of the site or sites

Northing

651197

Easting

232208

Description of Proposal

Please provide a description of your proposal to which your review relates. The description should be the same as given in the application form, or as amended with the agreement of the planning authority: *
(Max 500 characters)

Storage Yard The Den To increase the quantity of storage containers on site.

Type of Application

What type of application did you submit to the planning authority? *

- ☒ Application for planning permission (including householder application but excluding application to work minerals).
- ☐ Application for planning permission in principle.
- ☐ Further application.
- ☐ Application for approval of matters specified in conditions.

What does your review relate to? *

- ☐ Refusal Notice.
- ☒ Grant of permission with Conditions imposed.
- ☐ No decision reached within the prescribed period (two months after validation date or any agreed extension) – deemed refusal.

Statement of reasons for seeking review

You must state in full, why you are seeking a review of the planning authority's decision (or failure to make a decision). Your statement must set out all matters you consider require to be taken into account in determining your review. If necessary this can be provided as a separate document in the 'Supporting Documents' section: * (Max 500 characters)

Note: you are unlikely to have a further opportunity to add to your statement of appeal at a later date, so it is essential that you produce all of the information you want the decision-maker to take into account.

You should not however raise any new matter which was not before the planning authority at the time it decided your application (or at the time expiry of the period of determination), unless you can demonstrate that the new matter could not have been raised before that time or that it not being raised before that time is a consequence of exceptional circumstances.

Appeal against condition 4. Reason. Justification There is extensive and unequivocal supporting evidence that the development is justified and a long term proposal. There has been high demand for the storage units from the local community to the extent that further planning applications for more units is required to satisfy high demand and waiting list. As such the condition is restrictive and poses a risk to the continued success of the development and a valuable community resource.

Have you raised any matters which were not before the appointed officer at the time the Determination on your application was made? *

☐ Yes ☒ No

If yes, you should explain in the box below, why you are raising the new matter, why it was not raised with the appointed officer before your application was determined and why you consider it should be considered in your review: * (Max 500 characters)

Please provide a list of all supporting documents, materials and evidence which you wish to submit with your notice of review and intend to rely on in support of your review. You can attach these documents electronically later in the process: * (Max 500 characters)

Client contracts client waiting list all redacted for data protection

Application Details

Please provide the application reference no. given to you by your planning authority for your previous application.

20/00976/P

What date was the application submitted to the planning authority? *

27/10/2020

What date was the decision issued by the planning authority? *

11/12/2020

Review Procedure

The Local Review Body will decide on the procedure to be used to determine your review and may at any time during the review process require that further information or representations be made to enable them to determine the review. Further information may be required by one or a combination of procedures, such as: written submissions; the holding of one or more hearing sessions and/or inspecting the land which is the subject of the review case.

Can this review continue to a conclusion, in your opinion, based on a review of the relevant information provided by yourself and other parties only, without any further procedures? For example, written submission, hearing session, site inspection. *

☒ Yes ☐ No

In the event that the Local Review Body appointed to consider your application decides to inspect the site, in your opinion:

Can the site be clearly seen from a road or public land? *

☒ Yes ☐ No

Is it possible for the site to be accessed safely and without barriers to entry? *

☐ Yes ☒ No

Checklist – Application for Notice of Review

Please complete the following checklist to make sure you have provided all the necessary information in support of your appeal. Failure to submit all this information may result in your appeal being deemed invalid.

Have you provided the name and address of the applicant?. *

☒ Yes ☐ No

Have you provided the date and reference number of the application which is the subject of this review? *

☒ Yes ☐ No

If you are the agent, acting on behalf of the applicant, have you provided details of your name and address and indicated whether any notice or correspondence required in connection with the review should be sent to you or the applicant? *

☐ Yes ☐ No ☒ N/A

Have you provided a statement setting out your reasons for requiring a review and by what procedure (or combination of procedures) you wish the review to be conducted? *

☒ Yes ☐ No

Note: You must state, in full, why you are seeking a review on your application. Your statement must set out all matters you consider require to be taken into account in determining your review. You may not have a further opportunity to add to your statement of review at a later date. It is therefore essential that you submit with your notice of review, all necessary information and evidence that you rely on and wish the Local Review Body to consider as part of your review.

Please attach a copy of all documents, material and evidence which you intend to rely on (e.g. plans and Drawings) which are now the subject of this review *

☒ Yes ☐ No

Note: Where the review relates to a further application e.g. renewal of planning permission or modification, variation or removal of a planning condition or where it relates to an application for approval of matters specified in conditions, it is advisable to provide the application reference number, approved plans and decision notice (if any) from the earlier consent.

Declare – Notice of Review

I/We the applicant/agent certify that this is an application for review on the grounds stated.

Declaration Name: Mr Greg Mctaggart

Declaration Date: 06/02/2021

The Den waiting list

Sean Hamulton

Louise Burns

Rachael Wilkie

Gillian Nimmo

David Cassidy

John Robertson

**THE DEN SELF STORAGE FACILITY
A737 DALRY KA24 4JF**

Customers name:

NIK PAPPAS

Date:

29/01/2021

1. This agreement shall commence on the (date).....
2. The storage charge is per month payable in respect of each month or part thereof and payable monthly in advance.
3. The storage charge is payable by Standing order, one month in advance and commences on the date above, thereafter payment may be by monthly or weekly.
4. Minimum hire period is for 6 months from the agreement start date.
5. The storage is on an un-insured basis and the customer should make their own insurance arrangements.
6. The customer agrees to indemnify the business against any loss which it may sustain as a result of acts of negligence, inappropriate materials being stored, fire and theft.
7. No toxic, flammable chemicals, hydrocarbons, food or perishable goods, living animals, firearms or explosive materials, illegal substance or compressed gases are permitted to be stored.
8. The business by the execution of this agreement acknowledges receipt from you a deposit of £100. To qualify for the return of this deposit (without interest) on termination of the agreement you are required to notify the company in writing at least 14 days before you vacate. To vacate the room on due date and leave it in a clean, good and undamaged condition. To pay all the due storage charges and any charges due by breach of this agreement. The deposit may not be applied to the storage charges or other payments due. All or part of the deposit may be retained by the business in compensation for damage or other loss sustained or to bring the store up to original condition or applied to any unpaid charges or other outstanding payments due.
9. It is your responsibility to ensure payment is received in full each month or week by standing order.
10. The customer will undertake to pay any late payment charges of £20 per week for each week or part thereof where payment is late.
11. The customer will advise of any change in contact details.
12. The customer will undertake to pay any increased storage charge or vacate the store with 1 months notice.
13. The business shall not have any liability whatsoever for any damage or loss to your stored goods howsoever caused or to loss incurred to any business or loss of trading.
14. As containers are outside condensation can occur. We advise that you use moisture absorbers and regularly check on what you are storing.
15. The customer will keep the container (if applicable) and gates locked at all times.
16. The customer will not trade or sell any goods at The Den, and do not invite any third party to The Den to inspect goods, you are renting a storage container or yard space from us not a shop or trading space.
17. No goods or materials should be stored out with the agreed storage area.
18. You agree to keep the storage yard tidy at all times and respect the other users and local residents.
19. Do not touch any other customers property.
20. Your vehicle will drive at 5mph speed limit at all times in The Den storage space.
21. We ask that customers enter the site between 8am-6pm unless they have extenuating circumstances where the site can then be entered at any time.
22. No dogs on site.
23. We ask that customers keep noise to a minimum and any tools, music etc is between 9am-6pm to ensure we are not disturbing the neighbours.
24. The agreement cannot be changed over to any third party or business.
25. The customer will not get a key cut from our original.
26. The customer will not give any third party a key, pins or access to the storage yard.
27. If the customer fails to make payment in full by the agreed date the business shall be entitled to terminate the agreement, change the locks and give notice of its intentions to sell the goods to recover costs.
28. All payments to be made to: Sort 83-45-00. Acc 19014551 using your full name and container number as reference.

Monthly rate £108.50

**THE DEN SELF STORAGE FACILITY
A737 DALRY KA24 4JF**

Customers name: Allan McInnes

Date: 24TH January 2021

1. This agreement shall commence on the [date]
2. The storage charge is per month payable in respect of each month or part thereof and payable monthly in advance.
3. The storage charge is payable by Standing order, one month in advance and commences on the date above, thereafter payment may be by monthly or weekly.
4. Minimum hire period is for 6 months from the agreement start date.
5. The storage is on an un-insured basis and the customer should make their own insurance arrangements.
6. The customer agrees to indemnify the business against any loss which it may sustain as a result of acts of negligence, inappropriate materials being stored, fire and theft.
7. No toxic, flammable chemicals, hydrocarbons, food or perishable goods, living animals, firearms or explosive materials, illegal substance or compressed gases are permitted to be stored.
8. The business by the execution of this agreement acknowledges receipt from you a deposit of £100. To qualify for the return of this deposit (without interest) on termination of the agreement you are required to notify the company in writing at least 14 days before you vacate. To vacate the room on due date and leave it in a clean, good and undamaged condition. To pay all the due storage charges and any charges due by breach of this agreement. The deposit may not be applied to the storage charges or other payments due. All or part of the deposit may be retained by the business in compensation for damage or other loss sustained or to bring the store up to original condition or applied to any unpaid charges or other outstanding payments due.
9. It is your responsibility to ensure payment is received in full each month or week by standing order.
10. The customer will undertake to pay any late payment charges of £20 per week for each week or part thereof where payment is late.
11. The customer will advise of any change in contact details.
12. The customer will undertake to pay any increased storage charge or vacate the store with 1 months notice.
13. The business shall not have any liability whatsoever for any damage or loss to your stored goods however caused or to loss incurred to any business or loss of trading.
14. As containers are outside condensation can occur. We advise that you use moisture absorbers and regularly check on what you are storing.
15. The customer will keep the container (if applicable) and gates locked at all times.
16. The customer will not trade or sell any goods at The Den, and do not invite any third party to The Den to inspect goods, you are renting a storage container or yard space from us not a shop or trading space.
17. No goods or materials should be stored out with the agreed storage area.
18. You agree to keep the storage yard tidy at all times and respect the other users and local residents.
19. Do not touch any other customers property.
20. Your vehicle will drive at 30mph speed limit at all times in The Den storage space.
21. The agreement cannot be changed over to any third party or business.
22. The customer will not get a key out from our original.
23. The customer will not give any third party a key, pins or access to the storage yard.
24. If the customer fails to make payment in full by the agreed date the business shall be entitled to terminate the agreement, change the locks and give notice of its intentions to sell the goods to recover costs.
25. All payments to be made to: Sort 83-45-00. Acc 19014551 using your full name and container number as reference.

**THE DEN SELF STORAGE FACILITY
A737 DALRY KA24 4JF**

Customers name: COLIN GUNN

Date: 30/11/2020

1. This agreement shall commence on the [date] 4/12/2020
2. The storage charge is per week payable in respect of each week or part thereof and payable monthly in advance.
3. The storage charge is payable by Standing order, one month in advance and commences on the date above, thereafter payment may be by monthly or weekly standing order. WEEKLY ☐ MONTHLY ☒
4. The storage is on an un-insured basis and the customer should make their own insurance arrangements.
5. The customer agrees to indemnify the business against any loss which it may sustain as a result of acts of negligence, inappropriate materials being stored, fire and theft.
6. No toxic, flammable chemicals, hydrocarbons, food or perishable goods, living animals, firearms or explosive materials, illegal substance or compressed gases are permitted to be stored.
7. The business by the execution of this agreement acknowledges receipt from you a deposit of £100. To qualify for the return of this deposit (without interest) on termination of the agreement you are required to notify the company in writing at least 14 days before you vacate. To vacate the room on due date and leave it in a clean, good and undamaged condition. To pay all the due storage charges and any charges due by breach of this agreement. The deposit may not be applied to the storage charges or other payments due. All or part of the deposit may be retained by the business in compensation for damage or other loss sustained or to bring the store up to original condition or applied to any unpaid charges or other outstanding payments due.
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17. Do not touch any other customers property.
18. Your vehicle will drive at 5mph speed limit at all times in The Den storage space.
19. The agreement cannot be changed over to any third party or business.
20. The customer will not get a key cut from our original.
21. The customer will not give any third party a key or access to the storage yard.
22. If the customer fails to make payment in full by the agreed date the business shall be entitled to terminate the agreement, change the locks and give notice of its intentions to sell the goods to recover costs.
23. All payments to be made to: Sort 83-45-00. Acc 19014551

WEEKLY RATE £ 25.00 or £108.30 Per month.

The customer acknowledges having read this Agreement and the conditions of storage, by their signature indicates complete acceptance of the terms of this agreement.

Customer Signature: Colin Gunn

THE DEN SELF STORAGE FACILITY
A737 DALRY KA24 4JF

Customers name: ROBERT NEIL

Date: 11/11/20



1. This agreement shall commence on the [date] 11/11/20
2. The storage charge is per week payable in respect of each week or part thereof and payable monthly in advance.
3. The storage charge is payable by Standing order, one month in advance and commences on the date above, thereafter payment may be by monthly or weekly standing order. ☐ Y ☒ M ☐ Y
4. The storage is on an un-insured basis and the customer should make their own insurance arrangements.
5. The customer agrees to indemnify the business against any loss which it may sustain as a result of acts of negligence, inappropriate materials being stored, fire and theft.
6. No toxic, flammable chemicals, hydrocarbons, food or perishable goods, living animals, firearms or explosive materials, illegal substance or compressed gases are permitted to be stored.
7. The business by the execution of this agreement acknowledges receipt from you a deposit of £100. To qualify for the return of this deposit (without interest) on termination of the agreement you are required to notify the company in writing at least 14 days before you vacate. To vacate the room on due date and leave it in a clean, good and undamaged condition. To pay all the due storage charges and any charges due by breach of this agreement. The deposit may not be applied to the storage charges or other payments due. All or part of the deposit may be retained by the business in compensation for damage or other loss sustained or to bring the store up to original condition or applied to any unpaid charges or other outstanding payments due.
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19. The agreement cannot be changed over to any third party or business.
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21. The customer will not give any third party a key or access to the storage yard.
22. If the customer fails to make payment in full by the agreed date the business shall be entitled to terminate the agreement, change the locks and give notice of its intentions to sell the goods to recover costs.
23. All payments to be made to: Sort 83-45-00. Acc 19014551

WEEKLY RATE £ 25

The customer acknowledges having read this Agreement and the conditions of storage, by their signature indicates complete acceptance of the terms of this agreement.

Customer Signature: Robert Neil

Signed for on behalf of The Den Storage Facility:

Date: 11/11/20

THE DEN SELF STORAGE FACILITY
A737 DALRY KA24 4JF

Customers name: GARRIE GARTLAND

Date: 8/JAN/21

1. This agreement shall commence on the (date).....
2. The storage charge is per week payable in respect of each week or part thereof and payable monthly in advance.
3. The storage charge is payable by Standing order, one month in advance and commences on the date above, thereafter payment may be by monthly or weekly standing order. WEEKLY ☐ MONTHLY ☐ 6 MONTHLY ☒
4. The storage is on an un-insured basis and the customer should make their own insurance arrangements.
5. The customer agrees to indemnify the business against any loss which it may sustain as a result of acts of negligence, inappropriate materials being stored, fire and theft.
6. No toxic, flammable chemicals, hydrocarbons, food or perishable goods, living animals, firearms or explosive materials, illegal substance or compressed gases are permitted to be stored.
7. The business by the execution of this agreement acknowledges receipt from you a deposit of £100. To qualify for the return of this deposit (without interest) on termination of the agreement you are required to notify the company in writing at least 14 days before you vacate. To vacate the room on due date and leave it in a clean, good and undamaged condition. To pay all the due storage charges and any charges due by breach of this agreement. The deposit may not be applied to the storage charges or other payments due. All or part of the deposit may be retained by the business in compensation for damage or other loss sustained or to bring the store up to original condition or applied to any unpaid charges or other outstanding payments due.
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19. The agreement cannot be changed over to any third party or business.
20. The customer will not get a key cut from our original.
21. The customer will not give any third party a key or access to the storage yard.
22. If the customer fails to make payment in full by the agreed date the business shall be entitled to terminate the agreement, change the locks and give notice of its intentions to sell the goods to recover costs.
23. All payments to be made to: Sort 83-45-00. Acc 19014551

6 MONTH RATE £600
WEEKLY RATE £.....

The customer acknowledges having read this Agreement and the conditions of storage, by their signature indicates complete acceptance of the terms of this agreement.

Customer Signature: [Signature]

Signed for on behalf of The Den Storage Facility:

Date:

Container 1

**THE DEN SELF STORAGE FACILITY
A737 DALRY KA24 4JF**

Customers name: MATTHEW FINLAY

Date: 1/11/20

1. This agreement shall commence on the [date] _____
2. The storage charge is per week payable in respect of each week or part thereof and payable monthly in advance.
3. The storage charge is payable by Standing order, one month in advance and commences on the date above, thereafter payment may be by monthly or weekly standing order. WEEKLY ☐ MONTHLY ☒
4. The storage is on an un-insured basis and the customer should make their own insurance arrangements.
5. The customer agrees to indemnify the business against any loss which it may sustain as a result of acts of negligence, inappropriate materials being stored, fire and theft.
6. No toxic, flammable chemicals, hydrocarbons, food or perishable goods, living animals, firearms or explosive materials, illegal substance or compressed gases are permitted to be stored.
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22. If the customer fails to make payment in full by the agreed date the business shall be entitled to terminate the agreement, change the locks and give notice of its intentions to sell the goods to recover costs.
23. All payments to be made to: Sort 83-45-00. Acc 19014551

WEEKLY RATE £ monthly £86.50

The customer acknowledges having read this Agreement and the conditions of storage, by their signature indicates complete acceptance of the terms of this agreement.

Customer Signature: M Finlay

Signed for on behalf of The Den Storage Facility: Clayton

Date: 11/11/2020

Payment 1st of every month

REPORT OF HANDLING



North Ayrshire Council
Comhairle Siorrachd Àir a Tuath

Reference No: 20/00976/PP
Proposal: Siting of 5 no. additional shipping containers within storage site
Location: Site Adjacent To Graze Restaurant, 1 - 5 Crossroads, Dalry, Ayrshire

LDP Allocation: Countryside/Rural Community
LDP Policies: /

Consultations: Yes

Neighbour Notification: Neighbour Notification carried out on 06.11.2020
Neighbour Notification expired on 27.11.2020

Advert: Regulation 20 (1) Advert
Published on:- 11.11.2020
Expired on:- 02.12.2020

Previous Applications: 20/00801/PP for Change of use of vacant land to storage yard to include erection of perimeter fence, access gates and the siting of 5 no. storage containers Approved subject to Conditions on 23.10.2020

Appeal History Of Site:

Relevant Development Plan Policies

Description

Planning permission was granted on 23rd October 2020 for the use of the land at the former Crossroads Inn as a commercial storage operation. The permission, which was granted for a temporary period of 5 years, included approval for the siting of up to 5 shipping containers as 'lock-up' self-storage units (ref. 20/00801/PP).

The applicant has conducted further market research into the demand for the storage use and has concluded that secure shipping containers are more attractive

to customers than open storage. As such, planning permission is now sought to increase the maximum number of containers from 5 to 10. It is proposed to site the additional containers alongside those consented in October, creating a row of 10 adjacent to the site boundary with the recently landscaped mound beside the A737 trunk road. The landscaping works were carried out during early December 2020 as part of the contract for The Den Realignment.

As previously consented, the proposed additional storage containers would be finished in green and conform to the international standard (ISO) for a single shipping container, with dimensions of 6.06m (length) x 2.43m (width) and 2.59m (height). It is not proposed to stack any containers.

According to the applicant, the scope of materials to be stored would be domestic or personal items. The market for convenient secure self-storage facilities has grown in recent years and there are now a number of such sites around North Ayrshire. No hazardous materials or hydrocarbon storage form part of the application.

The site would not be staffed and would be secured against unauthorised use using keycodes (or equal), movement detected PIR lighting, and monitored remotely by CCTV.

The site is to the east of Brownhill Road, opposite Rowan Tree Garden Centre, and to the north of the realigned A737 trunk road at The Den. On the south side of the A737, just opposite the eastern end of the site, is a dwellinghouse known as Fernside.

In terms of the adopted Local Development Plan, the site is within the Countryside. There are no site specific policies affecting the land. Planning permission was granted in August 2008 for the development of small hotel with self catering flat and staff accommodation (ref. 07/00446/PP). This development commenced in 2013 but was not progressed beyond the formation of the site access. The applicant has indicated that, should economic circumstances be suitable, the hotel development may progress in the future.

Consultations and Representations

The application was subject to the statutory neighbour notification procedures, which included a notice in a local newspaper.

One letter of representation has been received, which is summarised below:

1. Security of the houses in the surrounding area. The proposal could attract people into the area and increase the risk of crimes.

Response: The site is already surrounded by a secure 3m high fence and access would be restricted to authorised users only. It is not considered that the use itself would attract criminal behaviour in relation to nearby residents. The applicant has confirmed that the site is monitored by a CCTV system (but not the surrounding area) for the purpose of crime prevention and detection. It is considered that these measures would act as a deterrent.

2. Noise pollution eg. from people coming and going, generators to power the lighting which will be operating all night long. this kind of disruption is not suitable for a rural area.

Response: The power supply to the site lighting, which would be fitted to containers and used when triggered by motion sensors, would not require the use of generators. A condition could be attached to regulate the use of lighting.

3. Light pollution eg. from lighting masts within the site shining onto the land across the A737 and into the countryside beyond.

Response: The lighting system would be designed to minimise light spill and used only when triggered by motion sensors during hours of darkness. As noted above, a condition could be attached to regulate the use of lighting.

4. Appearance - A storage yard in the middle of the countryside is very unappealing. Large, storage containers do not blend in with the area and are more suited to an industrial estate.

Response: A five year temporary planning permission was granted in October 2020 for the use of the land as a storage yard as a means of utilising the site until a more permanent use can be secured. The containers being applied for would be painted green and partially screened from the A737 by the landscaped mound which has now been planted with trees. Their siting near a landscaped mound and colour scheme would help to reduce their visual impact on the A737 trunk road and surrounding rural area.

5. Since the original neighbour notification had been sent, several things have been placed on the yard which had not been granted permission. This brings in serious concerns as to what else will happen with this site with disregard to what is and is not allowed whether permission is granted or not.

Response: Noted. These matters have been raised directly with the applicant and their removal has been requested. A planning condition would act to further restrict the scope of what the site could be used for eg. a restriction on the siting of modular buildings, site huts and caravans.

Consultations

Transport Scotland - no objections.

Response: Noted.

NAC Active Travel and Transportation - no objections subject to conditions regarding the hard surfacing of the first 5m of the access; the width of the access being 5.5m and for the gate to open inwardly.

Response: The applicant was informed of these requirements and is agreeable to a condition being attached to any grant of planning permission.

Analysis

The application is within a rural area, and therefore, the Countryside Objective of Strategic Policy 1 of the LDP applies. Whilst the proposed land use does not fall directly within any of the specific categories set out in the policy criteria, it is considered that a storage use would provide short - medium term environmental and economic benefits on land which has been largely vacant for over 25 years (other

than during the past two whilst it has been used as a site compound for The Den Realignment).

In 2013, the applicant commenced work on a previous planning permission (ref. 07/00446/PP) for the erection of a small hotel development by forming a new site access onto Brownhill Road. The applicant has not ruled out the possibility of continuing this development in the future should economic circumstances be favourable.

Therefore, as previously approved, the small scale business use and management of the land would safeguard the site against further deterioration and dereliction. Whilst the proposal would not accord with the Countryside Objective of the LDP, there are other material considerations relevant to this case due to the circumstances affecting the site.

The proposed addition of five further storage containers is considered to be acceptable, in response to customer demand, and would reduce the proportion of the site used for open storage alongside the A737 trunk road.

Also of relevant to the proposal is Strategic Policy 2, Placemaking. In terms of the Six Qualities of a Successful Place, the following is applicable:

Distinctive

The proposal would not result in a distinctive development, but would be a productive use of the land given its vacant/derelict condition for most of the past 25 years following the demolition of the Crossroads Inn in 1995.

Safe and Pleasant

The site has a brownfield character due to its previous use as an hotel and its associated car park. Since the Crossroads Inn was demolished, the site has been targetted on numerous occasions by fly-tippers who have deposited many forms of construction waste on the land over the years. Such incidents have resulted in significant adverse effects on the amenity of the area as well as burdening the land owner with the financial costs of clean-ups and waste disposal. The recent erection of secure fencing as well as CCTV cameras monitoring the site should reduce the potential for further fly-tipping in the immediate area.

The proposed siting of an additional 5 no. green coloured storage containers would also help to screen the greater part of the site in views from the A737 using an Olive Green colour scheme sensitive to the rural character of the area. In addition, a scheme of landscaping works alongside the re-aligned A737 trunk road, recently undertaken by Interserve, would help to screen the site from the main road once established. It is also considered necessary, given the rural surroundings of the site, for hedgerow planting to be undertaken on the site boundaries with the A737, and also to the northeast and northwest. This would leave only the boundary with Brownhill Road open to public view. This matter could be addressed by condition.

As previously, the applicant has advised that the nature of external storage would vary. Whilst the original concept was to use the site primarily as a space for securely storing larger personal/domestic items, the applicant's market research now indicates greater demand for storage within a container. No chemicals or hydrocarbons would be stored. An appropriate condition would be required in order to define the scope of the consent. Given recent concerns which have been raised by neighbouring residents, it is considered necessary and appropriate to exclude

modular buildings, site huts and static caravans from the scope of storage. As previously, the consent should also be limited to a temporary period of 5 years, after which time a review would be required. This would enable consideration to be given to alternative and more permanent forms of development for the site.

Resource Efficient

As previously, the applicant advises that the site would not be staffed and would not require welfare facilities such as toilets or other facilities. The site would be lit only using PIR operated LED lighting and monitored remotely using a CCTV system. The proposed use would be pro-actively managed in contrast to the current vacant condition of the land which has persisted for over 25 years, resulting in an endemic fly-tipping problem in recent years, as discussed above.

Welcoming

In contrast to its current condition, the proposed use would be welcoming through the introduction of better management, maintenance and a clear purpose.

Adaptable

This level site has been developed previously as an inn and has planning permission in place for a small motel development, thus demonstrating its adaptability for alternative uses. Future options for the site could be considered within the scope of the LDP policy framework (ie. The Countryside Objective).

Easy to Move Around and Beyond

The site access would be taken safely from a minor road, and is very accessible to the A737 trunk road, which is immediately south. The proposed storage use would require the use of a vehicle and is therefore not suited to walking and cycling. As such, the location of the site beside a main trunk road is considered to be appropriate for its intended purpose.

In summary, the proposed siting of 5 additional storage containers on the former Crossroads Inn site would be acceptable in terms of the Placemaking Policy, subject to conditions to define its scope, duration and in relation to concerns expressed about lighting.

There are no other material considerations. As such, planning permission should be granted for a temporary period of 5 years.

Decision

Approved subject to Conditions

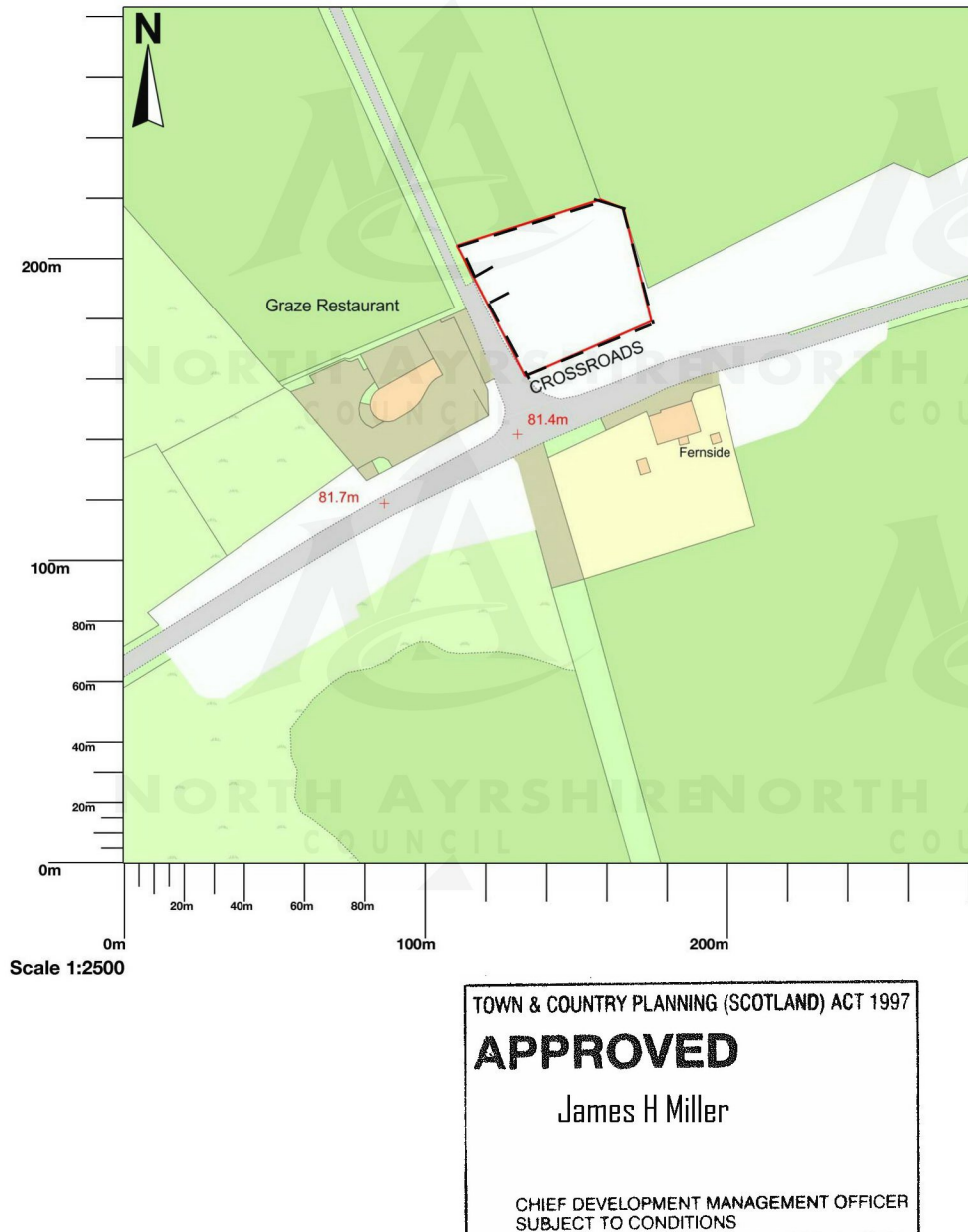
Case Officer - Mr A Hume

Appendix 1 - Drawings relating to decision

Drawing Title	Drawing Reference (if applicable)	Drawing Version (if applicable)
Location Plan	-	
Site Plan	-	
Specifications	-	



Crossroads, the den, dalry



Map area bounded by: 232068,651005 232350,651287. Produced on 14 September 2020 from the OS National Geographic Database. Reproduction in whole or part is prohibited without the prior permission of Ordnance Survey. © Crown copyright 2020. Supplied by UKPlanningMaps.com a licensed OS partner (100054135). Unique plan reference: p8buk/507072/687384



North Ayrshire Council
Comhairle Siorrachd Àir a Tuath

Caitriona McAuley : Head Of Service (Economic Development & Regeneration)

No N/20/00976/PP

(Original Application No. N/100320546-001)

CONDITIONAL PLANNING PERMISSION

Type of Application: Local Application

TOWN AND COUNTRY PLANNING (SCOTLAND) ACT, 1997,
AS AMENDED BY THE PLANNING ETC (SCOTLAND) ACT 2006.
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (SCOTLAND)
REGULATIONS 2013

To : Mr Greg McTaggart

With reference to your application received on 2 November 2020 for planning permission under the above mentioned Acts and Orders for :-

Siting of 5 no. additional shipping containers within storage site

at Site Adjacent To Graze Restaurant
1 - 5 Crossroads
Dalry
Ayrshire

North Ayrshire Council in exercise of their powers under the above-mentioned Acts and Orders hereby grant planning permission, in accordance with the plan(s) docquetted as relative hereto and the particulars given in the application, subject to the following conditions and associated reasons :-

Condition 1. That, prior to the additional 5 storage containers being sited on the land, the following works shall be undertaken with respect to the site access:

- (a) Access shall be taken only from Brownhill Road and shall be 5.5 metres in width;
- (b) The access shall be hard surfaced for a distance of at least 5m into the site as measured from the edge of the public road carriageway;
- (c) The access gates shall open inwardly, away from the public road.

All to the satisfaction of North Ayrshire Council as Planning Authority.

Reason 1. In the interests of road safety.

Condition 2. That the following shall apply with respect to the siting of storage containers hereby approved:

- (a) the containers shall consist of standard shipping containers not exceeding 6.06m (length) x 2.43m (width) and 2.59m (height);
- (b) the maximum number of storage containers on the site at any one time shall not exceed 10;
- (c) all containers shall be externally finished in Olive Green paintwork (RAL 100 30 20; BS 12B27) unless otherwise agreed in writing with North Ayrshire Council as Planning Authority;

(d) containers shall not be stacked.

All to the satisfaction of North Ayrshire Council as Planning Authority.

- | | | |
|-----------|----|---|
| Reason | 2. | To define and limit the consent in the interests of the amenity of the area. |
| Condition | 3. | That the use of the land and containers shall be for personal storage purposes only. No modular buildings, static caravans, site huts, scrap metal (including scrapped vehicles), minerals, commercial or domestic refuse, construction waste, materials awaiting recycling or reprocessing nor hazardous materials shall be sited or stored either on the land nor within the hereby approved storage containers, all to the satisfaction of North Ayrshire Council as Planning Authority. |
| Reason | 3. | To restrict the development to the terms of its justification/special need. |
| Condition | 4. | That any illumination of the site shall be limited to motion sensor activated lighting mounted above the doors of containers. The lighting shall utilise full cut off lamp designs, with light spill limited to the immediate area adjacent to the doors of each container. The lighting shall be used only during periods when access to the site is required during hours of darkness. For the avoidance of doubt, no part of the site shall be lit when it is unattended, and no lighting shall be provided on columns nor on the boundary fencing, all to the satisfaction of North Ayrshire Council as Planning Authority. |
| Reason | 4. | In the interests of the amenity of the rural area. |
| Condition | 5. | That the site shall be screened with a hedgerow along the whole length its northwest, northeast and southeast boundaries. Details of such hedge planting shall be submitted for the written approval of North Ayrshire Council as Planning Authority within 2 months of the date of this approval. Such details as may be approved shall be planted to the satisfaction of North Ayrshire Council as Planning Authority during the first planting season. Thereafter, any hedgerow plants which fail shall be replaced with others of a similar size and species until successfully established. |
| Reason | 5. | In the interests of the amenity of the rural area. |
| Condition | 6. | That the use of the land hereby permitted shall be discontinued within 5 years of the date of this planning permission and the site cleared of stored items and containers to the satisfaction of North Ayrshire Council as Planning Authority, unless otherwise agreed. |
| Reason | 6. | To restrict the development to the terms of its justification/special need. |
- Reason(s) for approval 1. The proposal does not comply with the relevant provisions of the Local Development Plan, however other material considerations indicate otherwise and planning permission should be granted.

Dated this : 11 December 2020

.....
for the North Ayrshire Council

Drawings relating to decision

Drawing Title	Drawing Reference	Drawing Version
Location Plan	-	
Site Plan	-	
Specifications	-	

(See accompanying notes.) (The applicant's attention is particularly drawn to note 5 (limit of duration of planning permission))

ECONOMIC DEVELOPMENT & REGENERATION
Caitriona McAuley (Head of Service)
Cunninghame House, Irvine KA12 8EE
Tel: 01294 310000
www.north-ayrshire.gov.uk



NOTIFICATION OF INITIATION OF DEVELOPMENT

Please return notice when you intend to commence development

11 December 2020

TO:

Enforcement Officer
Planning Services
Cunninghame House
Irvine
North Ayrshire
KA12 8EE

Our Ref: N/20/00976/PP

Decision: Approved subject to Conditions

Decision Date: 11 December 2020

DETAILS OF APPLICANT AND/OR DEVELOPER	DETAILS OF OWNER	DETAILS OF AGENT IF APPLICABLE

Description of Development: Siting of 5 no. additional shipping containers within storage site

Location of Development: Site Adjacent To Graze Restaurant 1 - 5 Crossroads Dalry Ayrshire

Date when work commences: _____

Signed: _____

Applicant/Agent* _____

* Delete where applicable

Please read the following and retain for your information.

1. Work must be carried out in accordance with the relevant docquetted plans and any conditions on the decision notice.
2. A grant of Planning Permission does not authorise work under the Building (Scotland) Act 2003.
3. A separate Building Warrant may be required. Please contact (01294) 324348 to ascertain the need for a warrant.
4. Should the docquetted plans not correspond with what you intend to construct/build, you must seek the Authority of the Council before proceeding.
5. If the development you intend to undertake is either a national or major development and of a type specified in Schedule 3 of the Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2013 you will be required to display a site notice.

ECONOMIC DEVELOPMENT & REGENERATION
Caitriona McAuley (Head of Service)
Cunninghame House, Irvine KA12 8EE
Tel: 01294 310000
www.north-ayrshire.gov.uk



North Ayrshire Council
Comhairle Siorrachd Àir a Tuath

NOTIFICATION OF COMPLETION OF DEVELOPMENT

Please return notice when you have completed the development

11 December 2020

TO:

Enforcement Officer
Planning Services
Cunninghame House
Irvine
North Ayrshire
KA12 8EE

Our Ref: N/20/00976/PP

Decision: Approved subject to Conditions

Decision Date: 11 December 2020

DETAILS OF APPLICANT AND/OR DEVELOPER	DETAILS OF OWNER	DETAILS OF AGENT IF APPLICABLE

Description of Development: Siting of 5 no. additional shipping containers within storage site

Location of Development: Site Adjacent To Graze Restaurant 1 - 5 Crossroads Dalry Ayrshire

Date when works complete: _____

Signed: _____

Applicant/Agent* _____

*Delete where applicable

Please read the following and retain for your information.

1. Work must have been carried out in accordance with the relevant docquetted plans and any conditions on the decision notice.
2. A grant of Planning Permission does not authorise work under the Building (Scotland) Act 2003.
3. A separate Building Warrant may be required. Please contact (01294) 324348 to ascertain the need for a warrant.
4. Should the docquetted plans not correspond with what you intend to construct/build, you must seek the Authority of the Council before proceeding.
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North Ayrshire Council
Comhairle Siorrachd Àir a Tuath

TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997
AS AMENDED BY THE PLANNING ETC (SCOTLAND) ACT 2006.
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (SCOTLAND)
REGULATIONS 2013 – REGULATION 28

Caitriona McAuley : Head Of Service (Economic Development & Regeneration)

FORM 2

1. If the applicant is aggrieved by the decision to refuse permission for or approval required by a condition in respect of the proposed development, or to grant permission or approval subject to conditions, the applicant may require the planning authority to review the case under section 43A of the Town and Country Planning (Scotland) Act 1997 within three months from the date of this notice. The notice of review should be addressed to Committee Services, Committee Services, Chief Executive's Department, Cunninghame House, Irvine, North Ayrshire, KA12 8EE.
2. If permission to develop land is refused or granted subject to conditions and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, the owner of the land may serve on the planning authority a purchase notice requiring the purchase of the owner of the land's interest in the land in accordance with Part 5 of the Town and Country Planning (Scotland) Act 1997.

I have had a look through some of the further document that was added to the application, which has helped answer a few of the concerns we have had. However, we still have some further queries and concerns that I hope you will be able to address.

I am glad to hear that the preferred operating hours would be 8am to 6pm. However, from the documents, it does appear that this is only mentioned in 1 of the contracts, so this may be what's led to the number of late-night visits to the site. It would be nice to see if this could be confirmed with all users of the site as even if they are trying to be quiet it can still be very disturbing to hear large bangs (metal doors) at any hour of the day, but especially at night.

With the use of the site, we would ask for more clarity on what the 'yard space' is being used for and what is and is not allowed within this extra space. Recently, this has brought cars being brought in on the back of vans and placed within the empty yard space. The cars being placed here do not all seem to be in working order as at least one of these have been worked on within the yard, with someone taking this apart. Currently this vehicle is sitting with the bonnet up, the front end taken off and little cones underneath to keep the vehicle in place. Is the yard space something which can be used in this way, or should this only be used as storage as per the rest of the site?

Some of the issues that still seem to have been ignored from previous decisions, the site still contains the site hut (which they originally tried to pass off as belonging to interserve). This site hut does not appear to have permission to be there, and has a mast attached with lighting and a camera attached to it and the ground. This mast goes way above the height of the container, so from what is described in the agreement, I do not feel as if this is meeting the criteria. I still would like to question why this hut is required, as they do state this is an unmanned location, so the need for the hut is yet to be seen, and again means that in total the number of containers (if you include the hut) is now 11 rather than the allowed 10.

With the 10 containers themselves, part of the criteria on these is that they need to be painted a specific green - 2 of the original containers (and site hut) are still grey and rusted. Is this something which will be corrected any time soon?

Further to this, another part of the acceptance criteria was that a screening hedgerow was to be planted along the boundary of the site, and that planning for this was to be submitted within 2 months of the decision being made. Has this been done, and when is it that this screening will be planted? This would ease a lot of concerns as this will not only help screen the look of the site but will hopefully also help with screening the noise from the site as it creates an extra barrier.

Dear Hayley

I can comment on the received representations as follows:

1. In response to concerns we have requested that patrons access their containers within reasonable hours although there are no planning conditions relating to this. The contracts have been amended going forward to reflect this. We have also asked all patrons to show consideration for other members of the public. We have received unwarranted complaints regarding the site being accessed late at night. All access is recorded and notified to us by the security system. We confirmed to the planning department that no such access took place and we re-iterate that CCTV footage of the yard confirms the complaint to be unfounded.
2. Any items which are not specifically excluded as mentioned in the planning permission can be legitimately stored, which may include cars, caravans, horse boxes, goods and materials, etc. However, to correct the representation, there are no 'cars' plural. There is one car, being stored in the yard until the owner removes servicable parts he wishes to keep and then disposes.
3. The representations refer to a 'Hut'. This is a mobile site office, which is not in operation for the yard and is in storage. Again this is an item of storage being stored in a storage yard which is not prohibited by the planning conditions. It is non sensical for the representation to describe it as the '11th' container.
4. The two containers which are not green in colour were purchased prior to the planning conditions being known and will in due course be remedied.
5. Design for the screening hedge has previously been submitted and approved. The planting will take place during the next hedgerow planting season as per the planning condition.

As stated in our appeal against the conditions for a five year period, the installation of the storage units, maintenance of the yard to keep amenity, and satisfaction of planning conditions require a substantial capital investment which require security of tenure and business longevity. We currently have a waiting list for containers such is demand.