

Date: 18 December 2015

Your Ref:

Our Ref: AB / 001523

Mr A Roper
Huddies Limited
Lone Pine
Sheringwood
Beeston Regis
Sheringham
NR26 8TS

BY POST AND EMAIL:

Dear Mr Roper

Our Client: North Norfolk District Council
Judicial Review of Cabinet Decision 5 October 2015, Item 13

Thank you for your letter dated 7 December 2015.

We enclose copy of the Minutes of the meeting on 5 October 2015, which are publicly available on our client's website.

We write in response to your letter of claim dated 4 December 2015.

Our client does not accept any of your grounds for judicial review of the Cabinet Decision, item 13, taken on 5 October 2015.

Before addressing your grounds, we note that the background you have provided only commences on 9 July 2015. To provide context to the report to Cabinet, we set out herewith some more historic pertinent dates:

February 2013 – A letter was sent to you setting out our client's concerns with the Former Shannocks Hotel (hereinafter referred to as "the Property") and putting you on notice that if works were not carried out voluntarily, then a section 215 notice under the Town and Country Planning Act 1990 would be served upon you.

April 2013 – A section 215 notice was served on you, providing six months for compliance.

March 2014 – A further section 215 notice was served upon you, providing six months for completion of works, due to service issues with the first section 215 notice. This further notice required materially the same works to the Property. Notwithstanding the decision taken to re-serve the notice, there is no question that you knew about the requirements of the first notice given the meetings and discussions you had with our client's officers about it.

November 2014 – A further 10 days was given for you to comply with the section 215 notice.

July 2015 – Huddies Limited was convicted in relation to its failure to comply with the section 215 notice.

Dealing with your grounds in turn:

Ground 1

From the background provided by you, this ground appears to turn on the fact that the content of your letters dated 9 July 2015 and 28 July 2015 were not satisfactorily put to Cabinet.

Our client, however, will contend that in the context of the general history of this matter, your more recent assertions regarding purported progress were satisfactorily addressed within the report to Cabinet, at section 1.4, an extract of which appears herewith, as follows:

"The owners have since contacted the council indicating some willingness to undertake some repairs to the exterior rendering...."

Our client therefore denies that Cabinet failed to take account of all relevant considerations when making its decision, and that this materially affected the decision.

Huddies Limited purchased the Property in 2010. Our client will say that since that time the visual amenity of the Property has deteriorated such that it has become a blight on Sheringham's sea front. You have been required to carry out works to improve the visual amenity of the Property under the terms of a section 215 notice consistently since April 2013, when the first section 215 notice was served. This is approaching three years ago. Accordingly, our client will say that even if copies of your letters of 9 July 2015 and 28 July 2015 had been made available to Cabinet, in light of the history of this matter, the content would not have materially affected their decision.

This ground is consequently denied.

Ground 2

As our client contends that all relevant considerations were taken into account, we shall address this ground.

Our client will say that in light of the background of failure to substantially improve the Property since purchasing in 2010, and in the face of your failure to substantially address our client's concerns surrounding the visual amenity of the Property, which were put to you nearly three years ago, and in light of a conviction for non-compliance with a section 215 notice, the conclusion that the authority should now step in by using its compulsory purchase powers was entirely reasonable. To this day, the Property remains an eyesore on the seafront, and it is only reasonable that after affording such a long period for you to carry out the required works, without there being any meaningful progress, it should now want to use its compulsory purchase powers.

This ground is consequently denied.

Ground 3

Our client will say that the agenda was published on its website and was therefore available for public inspection ahead of the Cabinet decision. Our client is consequently satisfied that it complied with Chapter 1, 11.2 of its constitution in providing advance notice of a key decision.

This is the process adopted by our client. Our client does not adopt a process of providing personal service of a report being taken to Cabinet to approve the use of compulsory purchase powers. These are made publicly available via its website.

We also highlight that nothing within the Cabinet decision affects your right to object to the Secretary of State once a compulsory purchase order ("CPO") is made. Your ability to challenge the CPO through the inquiry process persists, and accordingly your right to be heard has not been affected.

This ground is therefore denied.

Ground 4

You are required to name the "*some members*" of the authority whom you claim have a vendetta against you. Without this information, our client cannot specifically respond to this ground.



What our client will say, however, is that on the information you have provided, it resolutely denies this ground. Enquiries as to the potential redevelopment of the Property via the use of CPO powers were made as early as November 2013, following the non-compliance of the first section 215 notice. Our client is consequently more than satisfied it can rebut any intimation or suggestion that it only wants to proceed with the compulsory purchase of the Property because of a decision in June 2015. In any event, the decision taken to approve the use of compulsory purchase powers was taken by Members, not by officers.

This ground is therefore denied.

We confirm that our client, through its agent Savills, will continue to liaise with you with a view to agreeing a voluntary sale, and we invite you to reconsider your position in this regard.

In terms of proceeding forward with making a CPO, we confirm that this matter will be returned in the New Year to Cabinet for a decision on what redevelopment of the Property could and should take place and how this will be funded, if the Property is compulsorily acquired. No CPO will be made by our client until Cabinet has made a decision on the redevelopment proposals for the Property. As a gesture of goodwill, we shall notify you of the date that the matter is to be brought to Cabinet once again.

In the event that you wish to explore alternative dispute resolution, our client will happily explore this with you.

Please note that we are instructed to accept service by post only of any issued proceedings.

We recommend that you seek independent legal advice in relation to the content of this letter.

Yours faithfully

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