



Support for the Review of the Made Colne Neighbourhood Development Plan

Prepared by: Locality
17 November 2025

Fee Proposal

1. Introduction

Locality is pleased to provide this fee proposal in response to a request from Colne Town Council to provide professional consultancy support to Colne Town Council to review and update the Made Colne Neighbourhood Development Plan (NDP).

This proposal is based on an initial discussions with Sarah Cockburn-Price about the needs of Colne Town Council.

2. About Locality

Locality is the national membership network with 2000+ members supporting local community organisations be strong and successful. We believe in the power of community to transform lives and create a fairer society. Our members create services their community needs most in spaces where everyone belongs.

We empower communities to work towards the transformational changes they want to see supporting them to take control and develop their own solutions. We support organisations at very different stages, from early-stage unincorporated organisations to well-established £1m+ turnover organisation undertaking large scale capital development schemes and/or developing new services. We also work in many different neighbourhood contexts from diverse communities in metropolitan areas, to rural areas and coastal communities.

We have unparalleled experience in the field of neighbourhood planning (NP). Since we began working in the field in 2011, we have offered support to over 2400 NP groups. This includes delivering the Neighbourhood Planning Support Services on behalf of Government for over 10 years. We believe in the power of neighbourhood plans and local community voice in planning to shape the future of local areas.

Through our consultancy services, we support NP groups to develop neighbourhood development plans that tackle the issues that matter locally, from increasing the supply of affordable housing, safeguarding green spaces and improving the local environment.

We help all groups to think through the best route to achieving their aspirations whether through creating a neighbourhood development plan, having a stronger voice in the creation of local development plans or masterplanning exercises. We also help groups to plan and bringing forward developments (for example affordable housing, community centres, employment spaces or renewable energy projects). We work with a range of groups from those starting out, those renewing existing neighbourhood development plans and those implementing projects.

Our consultancy services also help local authorities to strengthen the voice of their communities as they draw up their local development plan, create masterplans or place-based strategies for different neighbourhoods. We also support local authorities to work with NP groups on shared goals such as meeting housing needs and allocating sites for employment growth. Many local authorities see the value of having NDPs across their area.

Our track record and our established relationships with many NP groups and local authorities means that we are in the unique position of being able provide excellent services where they are most needed.

3. Key Staff

The support will be delivered by staff from both Locality and Locality's sub contractors including Urban Vision Enterprise.

Locality Services Team

Within the Locality Services Team there are experienced staff members with a range of specialisms including for example community shares, asset transfer, community led housing, bid writing, consultation and governance.

We have staff in every English region who are experienced in delivering support to community organisations. You can find out more at: <https://locality.org.uk/consultancy-services>

Urban Vision Enterprise

Urban Vision Enterprise is a professional planning consultancy based in Liverpool and North Staffordshire. The practice has very extensive experience of neighbourhood planning, including supporting more than 225 neighbourhood plans in England. This includes complex urban areas, rural areas, town and city centres, villages and areas of deprivation.

Dave Chetwyn is a Chartered Planner and is Managing Director and Partner of Urban Vision Enterprise. He has more than 3 decades' experience in planning and regeneration in the public, private and third sectors and has acted as a neighbourhood plan independent examiner, consultant heritage specialist for Crossrail Thames Tunnels Section (now the Elizabeth Line) and has appeared as a public inquiry expert witness.

Hannah Barter is a Chartered Planner and is a Director and Partner of Urban Vision Enterprise CIC. She has 20 years' experience in planning and community development, working in the public, private and third sectors. Her experience and expertise include planning, heritage community projects, land development, arboriculture, urban design, community engagement and environmental education.

Dave Chapman MRTPI

Dave Chapman is a subcontractor to Locality. Dave is a Chartered Planner and offers a full range of town planning services including development strategies, pre-application negotiations, community consultation, planning applications and development plan representations. He has worked within and across the private, public and voluntary sectors over the last 25 years. He is an experienced facilitator specialising in strategic planning, neighbourhood planning, policy development, organisational development, business planning, financial planning, asset acquisition and development and bespoke support for all forms of community-led development.

4. Assumptions

This fee proposal makes a number of assumptions:

- No provision is made for masterplanning any housing sites allocations.
- Viability appraisals of all new housing site allocations and previous NDP allocations including those proposed but removed at Independent Examination would likely require

strategic masterplans for each sites. This would therefore likely be prohibitive in terms of costs for Colne Town Council. Therefore no provision is made for viability appraisals.

- Colne Town Council Neighbourhood Plan Working Group will update and add to the Local Green Spaces descriptions policy for review.
- Colne Town Council Neighbourhood Plan Working Group will prepare the new Non Designated Heritage Assets policy for review.
- The costs do not include a visit to the parish and in-person meeting. Meetings would be held online. A quotation for additional in person meeting(s) can be provided, if deemed necessary.
- Colne Town Council NDP Advisory Committee to carry out community consultation and engagement and to prepare the Consultation Statement.
- The support proposed and provided cannot and does not guarantee that the NDP will not face objections or criticism during its production nor that it will pass through the referendum successfully and be 'made' (adopted).
- No provision is made support to Colne Town Council NDP Advisory Committee to respond to the Independent Examiners questions and the 'fact check' report and provide support with any post-examination modifications.
- Busking is not a land use policy but the need for a policy, to be prepared by Colne Town Council, could be set out as a community aspiration within the reviewed Colne NDP noting it would to support the regeneration of the town centre as set out in the Colne Town Masterplan.
- This fee proposal, if agreed, forms part of the contract alongside our Standard Terms and Conditions.
- Locality will provide professional and independent planning support and advice in good faith and in accordance with this fee proposal. Any staff and subcontractors which are Members of the Royal Town Planning Institute (MRTPI), will adhere to the RTPI's professional Code of Conduct, available to view here <http://www.rtpi.org.uk/membership/professionalstandards/>.
- This fee proposal remains valid for a period of 1 month from the date of issue.

5. Our Proposed Fees

The schedule of works set out below provides the fixed fee for the support and timing of delivery for the support.

The total fee is £15,180 ex VAT, £18,216 inc VAT.

6. Invoicing

The fee will be charged 50% upfront and 50% on Upon completion of the support work.

7. Insurances

Locality has the following insurances:

- Employers Liability: £10,000,000
- Public Liability: £10,000,000
- Professional Indemnity: £10,000,000

Copies of these policies' certificates are available on request.

8. Conflict of Interest Statement

We can confirm that we have no conflicts of interest in offering the support set out in this fee proposal. If any potential conflicts arise during a confirmed contract, these will be discussed with Sarah Cockburn-Price at the earliest opportunity.

9. Contact Details

Thank you for considering our proposal. For further information, a conversation or to arrange a meeting please do not hesitate to contact:

Dave Chapman
tel: 07825 175 867
e-mail: dave.chapman@locality.org.uk

Company registered Number: 2787912
Charity Number: 1036460
VAT Registration Number: GB 197465750
Registered address: 33 Corsham Street, London, N1 6DR

Web: <https://locality.org.uk>

10. Contractual documentation

The following documents form part of and are incorporated into this contract for services (the “**Contract**”):

1. This Fee Proposal
2. The Schedule of Work
3. Locality Standard Terms and Conditions

Both Locality and Colne Town Council agree that they are bound by the terms detailed above and all the attached documents to the extent they are applicable to the Schedule of Work and in the event of inconsistency between them shall be considered in the above order of precedence.

Signed on behalf of

Signed on behalf of

Locality

Colne Town Council

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date

Schedule of Works

Understanding the Brief

The Colne Neighbourhood Development Plan (NDP) was Made in July 2023. The Made NDP comprises 14 policies and makes 4 housing site allocations (CNDP6/4 Buck Street, CNDP6/6 Shaw Street, CNDP6/9 Thomas Street, and CNDP6/15 Bankfield Street). The Submission plan was the subject of a public enquiry and at the Independent Examination 11 proposed site allocations were deleted on the grounds that deliverability of these proposed allocated sites in the NDP period was unlikely.

Colne Town Council are seeking to update the NDP in the light of the latest National Planning Policy Framework (2024) and the emerging Pendle Local Plan. The emerging Local Plan is currently out for consultation on the Inspector's Main Modifications. It is expected that the Local Plan will be adopted in early 2026. It is understood that Colne Town Council are seeking to review the policies of the Made NDP to ensure that they remain in conformity with the Local Plan once it is adopted.

Alongside ensuring conformity with national and local policy Colne Town Council NDP Advisory Committee (the Advisory Committee comprised of residents and town councillors leading the NDP review) recognise the need to update the NDP to reflect the latest socio-economic context of the Neighbourhood Area (section 4 of the Made NDP).

Colne Town Council NDP Advisory Committee wishes to make the following updates:

- i. Non Designated Heritage Assets: one existing Non Designated Heritage Assets to be deleted and four new ones are proposed.
- ii. Local Green Spaces: five new Local Green Spaces are proposed.
- iii. Housing Land Allocations: the emerging Local Plan does not require further housing site allocations beyond those already allocated in the Made NDP, which are yet to come forward for development, however, Colne Town Council NDP Advisory Committee are seeking to propose six new housing sites (two on Craddock Road, two large mills on Greenfield Road (one Listed Grade II), one caravan storage site off Dockray Street and a small scale site for bungalows at the end of River Street). In addition Colne Town Council NDP Advisory Committee would like to further review the sites in the South Valley that were deleted from the Submission draft NDP during the Independent Examination. Colne Town Council NDP Advisory Committee recognise the challenge in allocating sites where the viability is likely to be marginal but believe that this is a strategy to be pursued to support the overall regeneration and sustainability of Colne.
- iv. Establish new policy closely linked to Lancashire's Nature Recovery Strategy which is expected to be published in early 2026, to make provisions for mitigation and adaptation to Climate Change.
- v. Establish new policy in relation to Houses of Multiple Occupation (HMOs). Colne Town Council NDP Advisory Committee are seeking to support the Emerging Local Plan Policy DM28: Specialist Housing and in addition to preventing high concentration of HMOs and establishing a threshold on the number of HMOs in a particular location would like to establish NDP policy which requires planning permission to be sought for conversion of houses to HMOs which proposes housing for more than three unrelated people in one house.

- vi. Establish new policy which supports Emerging Local Plan Policy DM30: Healthy places and lifestyles and requires a health impact assessment to be carried out for applications for Takeaways and fast food outlets in the Colne Neighbourhood Area.
- vii. Updates to the Colne NDP Design Code, specifically:
 - a. Updates required because the existing code to be ineffective when determine planning applications:
 - new wording for “dark skies”
 - a requirement for street trees on new developments
 - stronger wording for garage sizing
 - b. Those required to protect and enhance the existing character of the area:
 - protection of cast iron bollards and street signs from replacement,
 - a requirement that trees that are removed in Conservation Areas to be replaced,
 - prevention of front gardens being tarmacked over
 - c. Those relating to new housing development so as to protect and enhance the existing character of the area:
 - a policy that 60% of all housing should be attached, either semis or terraces, if not flats
 - a requirement for full size pavements and paths as well as drives on new housing developments
 - the requirement for on street parking or parking to the rear of houses on new developments, so as to prevent residential areas having cars and vans parked everywhere, including fully on the pavement.
- viii. Establish a busking policy.
- ix. Support to consider what interventions are possible in relation to long term empty homes.

It is understood that the Advisory Committee is seeking to make the updates/amends so that it is able to proceed to Regulation 14 in early part of 2026. It is also understood that:

- i. Colne Town Council NDP Advisory Committee will update the Colne Heritage Assets document including providing building location with description/comments.
- ii. Colne Town Council NDP Advisory Committee can make the necessary assessments to the Colne’s Local Green Spaces document and provide the descriptions for these proposed allocations.

Colne NDP Review Scope of Work

Given the brief above the following support will be provided to Colne Town Council NDP Advisory Committee:

- 1. General support and advice and meetings
 - i. Provide general advice and support on the neighbourhood plan statutory process to include the scope of planning policy, the Basic Conditions, community consultation and engagement, screening of the plan by the local authority (Strategic Environmental Assessment and Habitats Regulations Assessment) and later stages of Neighbourhood Development Plan (NDP) preparation.
 - ii. Allowance for online meetings with Colne Town Council NDP Advisory Committee.
- 2. Review existing policies and support to update policies:
 - i. Review of all existing policies and updated policies (Non Designated Heritage Assets, the Local Green Spaces, the extant Housing Site Allocations) in light of

amendment to the National Planning Policy Framework since July 2023, the emerging Pendle Local Plan and other key strategies and policies (including Colne Town Masterplan and the emerging Lancashire Nature Recovery Strategy).

- ii. Support Colne Town Council NDP Advisory Committee to update policies relating to Non Designated Heritage Assets and Local Green Spaces. These policies once drafted by Colne Town Council NDP Advisory Committee will be reviewed and if required amends proposed. Where additional evidence is felt necessary to provide rationale and justification for a policy/policies the review will highlight and provide suggestions.
- iii. Advice on maps required to support policies.

3. Housing Site Allocations

- i. The emerging local plan, which is at Main Modifications consultation, includes the four site allocations in the Made Colne NDP. In addition to the four site allocation in the Made Colne NDP, Colne Town Council NDP Advisory Committee wish to make six new housing land allocations and review those removed by the Independent Examiner during the independent examination of the now Made Colne NDP
- ii. Advice and guidance will be provided to Colne Town Council NDP Advisory Committee on the six new housing land allocations. Support will be provided to draft allocations where they are deemed appropriate.
- iii. A review of those housing land allocation removed by the Independent Examiner during the independent examination of the now Made Colne NDP will be undertake and advice and guidance on whether they can be included in the reviewed NDP will be provided.
- iv. Advice on maps required to support policies.

4. New Policies

- i. Support Colne Town Council NDP Advisory Committee to draft three new policies (support to Nature Recovery and climate change mitigation and adaptation, health impact assessments to be provided in relation to proposals for takeaway food outlets, and a policy limiting the number of unrelated families resident in HMOs).
- ii. Where necessary and if additional evidence is required to support the rationale and justification for the policy, this will highlighted and suggestions for evidence provided.
- iii. Advice on maps required to support policies.

5. Update of Design Codes

- i. Colne Town Council Neighbourhood Development Plan Working Group are seeking a number of updates to the Colne NDP Design Codes 2022.
- ii. It is proposed that rather than update the Design Codes to include new/amended design considerations design policies should be drafted for inclusion in the reviewed Colne NDP.
- iii. It is proposed that an online workshop session with Colne Town Council NDP Advisory Committee is undertaken to consider key areas and to review new additions and proposed changes and amendments, with design policies drafted following the workshop.

6. Basic Conditions Statement and Consultation Statement

- i. Preparation of Basic Conditions Statement.
- ii. Review and provide comment/analysis to Colne Town Council NDP Advisory Committee on the Consultation Statement.

7. Regulation 14 consultation

- i. Provide advice, guidance and support post Regulation 14 Consultation to make consequential policy modifications and support submission to Pendle Borough Council

LOCALITY STANDARD TERMS & CONDITIONS

1. General Conditions

- 1.1 All engagements accepted by Locality are subject to the following terms of engagement except where changes are expressly agreed in writing.
- 1.2 No amendment or variation to these terms and conditions shall be binding on Locality unless in writing signed by an authorised Locality representative and a duly authorised representative of the Client.
- 1.3 These terms and conditions supersede all other oral and/or written communications, representations, agreements or undertakings and any such communications, representations, agreements and undertakings which are not expressly contained in these terms and conditions shall not be deemed incorporated herein.
- 1.4 For the purposes of these terms and conditions, the services to be provided by Locality (“the Services”) and the fees and other charges or expenses to be paid by the Client shall be as set out in the Fee Proposal supplied by Locality in connection with these terms and conditions.
- 1.5 Every care will be taken when carrying out Client instructions. No responsibility is accepted for errors or matters beyond our reasonable control.
- 1.6 Locality and its sub contractors will provide professional and independent planning support and advice in good faith, in a timely manner and in accordance with our agreed Fee Proposal. Any chartered town planner working for Locality and any of its sub contractors who are Members of the Royal Town Planning Institute (MRTPI), will adhere to the RTPI’s professional Code of Conduct, available to view on the [RTPI website](#).

2. The Services

- 2.1 Locality and its sub contractors shall perform the Services with all reasonable skill, care and diligence, but no liability shall attach to Locality or its sub contractors in respect of the Services except such liability as covered by their Professional Indemnity Insurance.
- 2.2 No liability shall attach to Locality either in contract or in tort for loss injury or damage sustained as a result of the act, omission or insolvency of any person other than Locality and Locality shall not be liable to indemnify the Client in respect of any claim made against the Client for any such loss injury or damage.
- 2.3 Locality’s liability shall be limited to that proportion of any loss or damage suffered by the Client as it would be just and equitable for Locality to pay having regard to the extent of Locality’s responsibility for the same and on the basis that all other persons liable for the same damage shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

3. Insurances

- 3.1 Locality shall have and keep in effect Professional Indemnity Insurance of a minimum of up to £10,000,000, Public Liability Insurance up to £10,000,000 and Employer’s Liability Insurance. Copies of certificates for these insurances are available on request.

4. Limitation of liability

- 4.1 Locality will endeavour to provide professional services with reasonable care and skill. However, Locality will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or a failure of you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or relevant authorities.

5. Fees, Invoices and Payment

- 5.1 Our fees are calculated on the basis of the time required to complete the support to be provided and on the level of skill and responsibility involved. A break-down of daily rates, cost

of technical reports and disbursements, etc. will be provided to the client as part of the Fee Proposal alongside these terms and conditions.

- 5.2 The Fee Proposal sets out costs which are inclusive of the fee.
- 5.3 Locality shall be entitled to payment of additional fees and to reimbursement of any expenses and disbursements incurred for any additional work arising outside of the agreed Services/fee. Locality will provide an estimate of such fees for the Client before commencing any additional work.
- 5.4 An invoicing and payment schedule is set out in the Fee Proposal. Any changes to the agreed payment schedule will be agreed between Locality and the Client prior to those changes coming into effect.
- 5.5 Invoices will be submitted as agreed in the Fee Proposal and prompt full payment within 30 days of the date of each invoice is required. After this time, unless agreed through prior arrangement, overdue accounts will subject to a service charge of 1% of the fee per month. Locality reserves the right to suspend work on projects on-going where accounts are outstanding.
- 5.6 All fees shown are exclusive of VAT and VAT shall be payable in addition.

6. Sub-contracting

- 6.1 Locality staff and its sub contractors responsible for the delivery of the support are identified within the Fee Proposal.
- 6.2 Locality shall not introduce other staff or sub-contractors without first receiving approval from the client with a clear understanding of responsibilities.
- 6.3 Locality shall have no liability for the acts or defaults of any person it introduces or recommends to the client who is not engaged by Locality as a sub-contractor.

7. Assignment

- 7.1 The Client may not assign or transfer all or any part of the contract without the written consent of Locality. Locality may not assign or transfer any part of the contract without the written consent of the Client.
- 7.2 Neither the Client nor Locality confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

8. Suspension and/or Termination

- 8.1 The Client or Locality shall be entitled to suspend or terminate the performance of the Services in the event that distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors: any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other is or is deemed to be insolvent or unable to pay its debts; or, the other ceases to carry on business.
- 8.2 The Client or Locality shall be entitled to terminate performance of the Services upon serving written notice on the other to that effect, if the other, being in breach of its obligations hereunder in any material respect, has failed within 30 days of the service of such notice to remedy such breach or breaches.
- 8.3 If performance of the Services has been suspended or terminated:
 - a) Locality shall be entitled to send an invoice to the Client for all outstanding fees for the Services performed (whether wholly or in part), expenses and other disbursements incurred up to the date of suspension or termination; and,
 - b) The Client shall compensate Locality for all subsequent and consequential expenses and disbursements incurred or properly to be incurred in consequence of suspension or termination, unless such suspension or termination by the Client results from a wrongful

act or omission of or by Locality or sub-contractor(s) whether such act or omission be contractual or otherwise.

9. Complaints

- 9.1 Any concerns over the level of service received should be submitted in writing to Locality's Director of Services, Carole Reilly (carole.reilly@locality.org.uk).
- 9.2 A copy of the company's complaints handling procedure is available on request.

10. Law

- 10.1 These terms and conditions and any contracts between the Client and Locality are governed by English Law.