

This proposal to vary the originally accepted terms of the required s.106 agreement is an unfair process. The application conditionally approved on 3 July 2019 was a stand-alone, with its site confined to the Lodge and Car Park 2. There has been no planning application to vary the outline permission 14/03109/OUTMAJ for the substantial redevelopment at the racecourse site, which reaffirmed permission 09/00971/OUTMAJ, the details for that hotel also having been approved under permission 11/01505/RESMAJ.

Those permissions unequivocally required the hotel to be built between the Grandstand and the Central Area apartments.

It is inappropriate that a s.106 agreement attached to this application should be used to alter the terms and effect of those earlier permissions and to state that up to 123 hotel bedrooms can be provided anywhere on the racecourse site, which site extends beyond the racecourse to all the residential development areas.

There has been no open and fair process about there being more than one hotel within the racecourse site. The submitted application was coupled with a written assurance that reliance on the earlier permissions for a hotel would be relinquished. At the meeting on 3 July 2019 the CEO stated that the originally planned hotel would have required an investment of £20 million and, instead, they had chosen to invest in the racing infrastructure of the site, rather than gamble on a hotel enterprise. He said the proposal for The Lodge was an effective way of providing a hotel.

The consequence of the proposed revised s.106 agreement would be to avoid the need for a full sequential assessment for another hotel on the racecourse site.

It is not reasonable for the applicants, tasked in 2019 with formalising within 3 months the terms of the required s.106 agreement not to build the 123-bedroom hotel, to abandon that task and instead seek substantially different terms 20 months later.

It is not for officers to assert that the condition imposed with the outline permission, that the redevelopment be in accord with the approved site-wide phasing scheme, that is, before the residential Central and Eastern Areas, was for limited purposes. Further, to grant under delegated powers permission 21/00348/NONMAT on 5 March 2021, ahead of this contested application, unfairly removes any consideration of the importance of that unamended condition and the failure to comply with it.

The direct consequence of permission 21/00348/NONMAT is that permission to build up to 123 bedrooms for hotel use within the whole development site is retained with absolutely no phasing requirements or time constraints.

Proposed condition 4 is akin to a licensing matter more appropriate to the terms of the racecourse's entertainment licence. Also, to permit The Lodge's closure for 'private functions' indicates a use inconsistent with a full-time hotel. Newbury Racecourse's 'Heart Space' already fully services private and other functions; there is no need for The Lodge to be another such venue.

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