



# Local Development Framework Public Art

Supplementary Planning Document

January 2009

**Published by South Cambridgeshire District Council**

**ISBN: 0906016789 © January 2009**

Gareth Jones, BSc. (Hons), MRTPI – Corporate Manager  
(Planning and Sustainable Communities)

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South Cambridgeshire District Council on  
08450 450 500 or email [ldf@scambs.gov.uk](mailto:ldf@scambs.gov.uk)**

## CONTENTS

	<b>Page</b>
<b>Chapter 1 Introduction to the Supplementary Planning Document</b>	<b>1</b>
Purpose	1
Policy Context	2
Benefits of Public Art	3
South Cambridgeshire LDF Policy	3
<b>Chapter 2 What is Public Art</b>	<b>5</b>
Definitions	5
What Work Will be Considered as Public Art	6
<b>Chapter 3 Funding</b>	<b>7</b>
Percentage for Art	7
On Site Provision	7
Off Site Financial Contributions	8
Maintenance and Decommissioning	8
<b>Chapter 4 Implementing Public Art</b>	<b>9</b>
What Schemes are Eligible	9
Who Does What	9
Public Art Commissions	9
Public Art Plan	9
Freestanding Artwork	11
Development Flow Chart	11
Record Keeping	11
The Flow Chart	12
<b>Appendix 1 Who does what – some principles of good practice</b>	<b>17</b>
The Role of an Artist	17
The Role of the Developer	17
The Role of South Cambridgeshire District Council	19
The Role of the Community	20
<b>Appendix 2 Template for Section 106 Agreement</b>	<b>21</b>
<b>Appendix 3 Case Studies from South Cambridgeshire</b>	<b>35</b>
<b>Appendix 4 Further information</b>	<b>39</b>
<b>Appendix 5 Public Art Consultants</b>	<b>41</b>



## CHAPTER 1

### INTRODUCTION TO THE SUPPLEMENTARY PLANNING DOCUMENT

- 1.1 This Supplementary Planning Document (SPD) for Public Art prepared by South Cambridgeshire District Council (SCDC) forms part of the Local Development Framework (LDF). It sets out the Council's strategy to encourage the provision of Public Art within the district where it would be appropriate and it advises developers, parishes and other agencies on its implementation across the district.
- 1.2 The term Public Art refers to works of art in any media, which contributes to the identity, understanding, appreciation, and enhancement of public places. Public Art can promote a sense of place and pleasure for example by evoking local history, be inspiring and / or thought provoking. In South Cambridgeshire Public Art has a role to play in neighbourhood and community development.
- 1.3 The SPD supports policies in the Development Control Policies Development Plan Document (DPD) adopted in July 2007 and in Area Action Plans for a number of growth areas around Cambridge City and for the new settlement of Northstowe. The SPD will be used in the determination of planning applications.
- 1.4 The SPD defines what is meant by Public Art within South Cambridgeshire. The Council encourages all developers seeking planning permission for their proposals (whether comprising new build, rehabilitation, restoration, or external landscape work), to consider how Public Art may be integrated within their schemes. The Council is aware of the competing demands made upon developers for funding for infrastructure relating to development schemes and will take these viability considerations into account when discussing with developers the nature / scale of the Public Art element that could be included in any development scheme.

#### PURPOSE

- 1.5 The objective of this SPD is to assist achievement of the Development Control Policies DPD objective **SF/d: To encourage the provision of Public Art in new development.**
- 1.6 Specific objectives for this SPD are as follows:
  - To promote the benefits of Public Art in new developments where appropriate, in order to enhance the built or natural environment and the quality of life of residents and visitors.

- Provide practical guidance to developers about how Public Art can be included when a planning application is submitted particularly how it should be referenced / incorporated within Design and Access statements.
- Assist applicants for planning permission by informing them about what contributions may be encouraged and why and how provision and payments could be made.
- To ensure that local communities are fully engaged in decisions on Public Art provision in local developments.
- Where Public Art is secured, proposals include costed maintenance schedules to ensure continuing community benefit.

## POLICY CONTEXT

- 1.7 There are key documents at national, regional and sub-regional levels that support the provision of Public Art in new developments. These are referenced in detail in Appendix 4.
- 1.8 At a national level Planning Policy Statement 3: Housing (PPS3) states that "...Good design is fundamental to the development of high quality new housing, which contributes to the creation of sustainable, mixed communities." (paragraph 12) PPS3 also proposes that Local Planning Authorities should aim at "...Creating places, streets and spaces which meet the needs of people, are visually attractive, safe, accessible, functional, inclusive, have their own distinctive identity and maintain and improve local character." (paragraph 14) South Cambridgeshire District Council considers that the inclusion of Public Art within new developments will assist in creating this distinctive nature.
- 1.9 Planning Policy Statement 1: Delivering Sustainable Development states that "Community involvement is an essential element in delivering sustainable development and creating sustainable and safe communities. In developing the vision for their areas, planning authorities should ensure that communities are able to contribute to ideas about how that vision can be achieved, have the opportunity to participate in the process of drawing up the vision, strategy and specific plan policies, and to be involved in development proposals." (Key Principle (vi) paragraph 13). South Cambridgeshire District Council believe that the inclusion of Public Art in a scheme should assist the involvement of the community and help in creating and delivering a shared vision as well as supporting community development and cohesion.
- 1.10 At a sub-regional level Cambridgeshire Horizons<sup>1</sup> has produced an Arts and Culture Strategy<sup>2</sup> as part of their Quality of Life programme. Cambridgeshire

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<sup>1</sup> Cambridgeshire Horizons is a non-profit making company set up by the Cambridgeshire Local Authorities to drive forward the development of new communities and infrastructure in the Cambridge Sub-region, in accordance with the approved Structure Plan.

<sup>2</sup> [http://www.cambridgeshirehorizons.co.uk/Document\\_links\\_det.asp?id=3435](http://www.cambridgeshirehorizons.co.uk/Document_links_det.asp?id=3435)

Horizons worked with a range of partners to develop this strategy that ensures that arts and cultural facilities are improved by opportunities created by planned new development. This strategy places art in the public places within the wider context of cultural infrastructure for sustainable communities.

1.11 As a consequence of the sub-regional Arts and Cultural Strategy, the Arts Forum for Cambridgeshire and Peterborough approved in 2007 a Public Art implementation framework<sup>3</sup> that seeks to promote:

- Artistic activity and the creation of new and original artwork of the highest standard.
- A high quality and well-designed public places, valued by those who live and work in or visit each locality.
- Participation and involvement in artistic activity that addresses inclusion, creativity, diversity and innovation.

#### **BENEFITS OF PUBLIC ART**

1.12 The benefits of Public Art relate to social, economic, environmental and cultural factors. Public Art can:

- Actively contribute to integrating village groups and neighbourhoods, promoting community cohesion through socially engaged arts activity.
- Create unique images that, as symbols, can be used to promote places, generating pride of place and a sense of local identity and distinctiveness.
- Enhance the fundamental principles of urban design, to better improve the quality of the built environment and create distinction and character.

#### **SOUTH CAMBRIDGESHIRE LDF POLICY**

1.13 South Cambridgeshire District Council will see the largest amount of housing and employment growth in the East of England Region. The population of South Cambridgeshire is estimated to grow from 137,000 (2005 figures) to 193,350 by 2021. The scale of the challenge facing the Council is to embrace this new population, and to adapt to the changes that housing and commercial growth will bring. The Council has prepared a LDF to guide this development.

#### **Area Action Plans**

1.14 Four of the areas where growth is planned have Area Action Plans, which form part of the LDF, and because of the scale of development proposed within these Plans there are policies that Public Art Strategies should be prepared. For clarity

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<sup>3</sup> [http://www.scams.gov.uk/admin/documents/retrieve.asp?doc=1&pk\\_document=905854](http://www.scams.gov.uk/admin/documents/retrieve.asp?doc=1&pk_document=905854)

in this document the terms 'Public Art Plan' and 'Public Art Strategy' are interchangeable. The provision of Public Art in these growth areas will help to provide a sense of place and distinctiveness.

The areas are:

- Northstowe Area Action Plan (adopted July 2007)
- Cambridge East AAP – prepared jointly with Cambridge City Council (adopted February 2008)
- Cambridge Southern Fringe AAP (adopted February 2008)
- North-West Cambridge AAP – prepared jointly with Cambridge City Council (Submission – May 2008)

### **Development Control Policies DPD**

- 1.15 The following policy setting out the requirements for Public Art within South Cambridgeshire is included in the Development Control Policies DPD:

#### **POLICY SF/6 Public Art and New Development**

- 1. In determining planning applications the District Council will encourage the provision or commissioning of publicly accessible art, craft and design works.**
- 2. The Public Art policy will apply to:**
  - a. Residential developments comprising 10 or more dwellings; and**
  - b. Other developments where the floor area to be built is 1,000m<sup>2</sup> gross or more, including office, manufacturing, warehousing and retail developments.**
- 3. On smaller developments, developers will be encouraged to include Public Art within their schemes as a means of enhancing the quality of their development.**
- 4. Contributions and commuted maintenance sums for up to 10 years will be required, to include the cost of decommissioning where appropriate.**



## CHAPTER 2

### WHAT IS PUBLIC ART

#### DEFINITIONS

- 2.1 South Cambridgeshire District Council takes a broad view of Public Art, being a process of improving the quality of development and / or assisting community development. This may include the involvement of recognised artists.<sup>4</sup>
- 2.2 There are two broad categories of Public Art which are as follows:
- **Art Integrated into Physical Form and Function**  
Projects that have a physical, permanent outcome integrated into the form, function, style or content of a place, space or building. These will range from projects where artworks have been incorporated into the design or masterplanning of buildings, townscapes or landscapes to the design and making of individual physical elements within them.
  - **Arts Activities**  
A programme of projects that will range from creative consultation to festivals, ephemeral structures, film, web or other 'virtual projects' that promote a clear sense of identity to those within the settlement and external to it to community choirs and so forth and which will support local community development strategies.
- 2.3 Such works can include:
- **Permanent Works**  
Large scale three-dimensional artworks such as site specific sculpture; gateway and water features; kinetic works; landmarks (including artworks incorporated into landmark buildings); architectural sculpture, land art; commemorative works such as memorials, inscriptions, plaques, artist designed street furniture such as fencing, paving, railings, security screening, tree grills, lighting, seating, bollards, markers and milestones. Integrated two and three-dimensional works such as architectural glass, door furniture, painted works, mosaic / ceramic murals. Permanent works should be durable and good quality construction requiring very little if any maintenance;
  - **Temporary, Ephemeral or Time-Based Commissions**  
Exhibitions; photo and audio visual media including documentary works; projected or filmic works; text based works; hoarding / screening; performance; publications; installation; street theatre; festival; carnival and event based works;

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<sup>4</sup> Public Art and the Planning System and Process in England (ixia Public Art Think Tank: July 2007) [www.ixia-info.com](http://www.ixia-info.com)

- **Interior Commissions**

Fine and applied art; craft; sculpture; architectural glass; textiles; photography; prints; floor treatments; bespoke furnishings.

## **WHAT WORK WILL BE CONSIDERED AS PUBLIC ART**

2.4 It is important for local authorities, for design teams, for artists, for architects and for landscape designers and the wider public to understand from the outset what does or does not constitute Public Art for South Cambridgeshire District Council. For the purposes of this document the criteria are that:

- Commissioned work should be original and intrinsic to the architecture or landscape of the scheme.
- The work should result from a clearly understood procurement process.
- Works should not be a mass-produced object, a reproduction of an original artwork or a previously unrealised design.
- In this context the definition could consist of functional elements designed by artists, architects, urban designers, landscape architects or interior designers.

## CHAPTER 3

### FUNDING

#### PERCENTAGE FOR ART

- 3.1 South Cambridgeshire Council will normally encourage developers to dedicate between 1% and 5% of the associated construction costs of the capital project to Public Art. The level of contribution from the developer is likely to be determined by the scale of the development with larger schemes with high service and infrastructure costs being the most likely to contribute the lowest percentage cost toward Public Art. For a number of the very large scale developments within South Cambridgeshire where development costs will run into the hundreds of millions of pounds and which will have to bear very high costs of services, facilities and infrastructure, the contribution to Public Art provisions is likely to be less than 1% of the total development value.
- 3.2 The intention of the Council's policy is to actively endorse the integration of Public Art schemes in new developments across the District. Developers will take responsibility for the funding, management and implementation of Public Art schemes either directly or through specialist agents and in association with the Parish and / or District Council whichever is most appropriate given the scale and location of the development.
- 3.3 In addition to funding from developers there are other potential sources of funding for Public Art. This funding is likely to be only part of the cost of Public Art with the developer's initial contribution being the main driver. Alternative funding could include the following:
- Initiatives by community organisations or delivery partners;
  - National funding organisations (such as the Arts Council, Lottery Funds etc);
  - Trusts and Foundations;
  - Local charities and voluntary organisations.

#### ON SITE PROVISION

- 3.4 If a developer is willing to incorporate Public Art within a scheme the Council will include this when they negotiate a legal agreement (referred to as a section 106 agreement) with the developers and their agents to ensure that the Public Art is well provided and measures are provided to ensure that it is maintained and remains an asset to the development. Such an agreement can cover all the different elements of the necessary infrastructure requirements and for Public Art

this could contain the details of the nature and extent of the Public Art contribution and any sums involved.

- 3.5 See Appendix 2 for the suggested template for the Section 106 agreement.

### **OFF SITE FINANCIAL CONTRIBUTIONS**

- 3.6 Where a developer is willing to make a contribution to Public Art but is unable to prepare a Public Art Plan or achieve an appropriate scheme on site, the Council will encourage developers to make financial contributions to support Public Art initiatives in suitably prominent locations nearby where artworks would contribute to local character and thereby enhance the neighbourhood of the development or as part of other plans adopted and promoted by South Cambridgeshire District Council.
- 3.7 The sums would be guided by the costs of the initiatives. The costs could be applied to either one or proportionately to a number of developments in the vicinity. For the pooling of funding it may not be necessary for the developer to appoint Public Art expertise, as negotiations could be undertaken directly between the developer and the Council.

### **MAINTENANCE AND DECOMMISSIONING**

- 3.8 The cost of maintenance and decommissioning must be taken into account. It is expected that part of the investment in the artwork would be put aside for maintenance or decommissioning the artwork. (See Appendix 1 – page 19) Consideration of maintenance of the Public Art should be set out in the context of the advice contained in paragraphs B18 - 20 in Circular 05/2005 on Planning Obligations.
- 3.9 On large schemes developers may need to negotiate other arrangements for managing and maintaining the public space and Public Art within this space. This includes the following:
- Offering to grant a lease of the relevant part of the public area where the Public Art is located and transferring responsibility and management arrangements as part of the lease;
  - A management entity taking responsibility for managing and maintaining the public areas in accordance with protocols agreed for that management entity;
  - A relevant public or statutory authority taking responsibility for managing and maintaining Public Art.

## CHAPTER 4

### IMPLEMENTING PUBLIC ART

#### WHAT SCHEMES ARE ELIGIBLE

- 4.1 Policy SF/6 in the Development Control Policies DPD encourages the provision and commissioning of Public Art and indicates that it would apply to the following schemes:
1. Residential developments comprising 10 or more dwellings; and
  2. Other developments where the floor area to be built is 1,000m<sup>2</sup> or more, including office, manufacturing, warehousing and retail developments.
- 4.2 On smaller developments, developers will be encouraged to include Public Art within their scheme as a means of enhancing the quality of their developments.

#### WHO DOES WHAT

- 4.3 In order to implement successful Public Art, developers, artists, the Council and the community will all be involved. Some principles of good practice are detailed in Appendix 1. Local involvement will be particularly important and where Public Art does not form an intrinsic part of the architecture or landscaping of a development, commissioning should normally await the arrival of the new residents or users of the development.

#### PUBLIC ART COMMISSIONS

- 4.4 Commissioners should set clear aims and objectives for Public Art. These may be based on themes relevant to the nature of the locality such as the uses, historic or contemporary, landscape character or biodiversity, or function of the public space or building(s). The beneficiaries must be clearly identified where artists are to be given scope to interpret these appropriately for the given context. In most cases the clients will be the occupiers of the new development or their representatives. At Arbury Park the fruit and flower growing industries provided the main theme for a number of art works on the 900 home development and has resulted in a wide variety of high quality art interventions.
- 4.5 Appendix 3 includes some good examples of what has been achieved so far with Public Art in South Cambridgeshire.

#### PUBLIC ART PLAN

- 4.6 Where a developer has decided to include Public Art in a scheme a Public Art Plan will need to be prepared as part of the development process. The nature of the Public Art Plan will depend on the scale of the development.

#### 4.7 **Small-scale development**

For schemes, for residential from 10 to 50 dwellings or up to 5000m<sup>2</sup> in other development including office, manufacturing, warehousing and retail development the Public Art Plan will need to contain the following:

- A Management Plan consisting of a summary of the knowledge, skills and time allowed for Public Art project management.
- A brief for the involvement of the artists where Public Art is not already included in the architecture or landscaping of the scheme.
- An assessment of the positive impact the Public Art will have on the environment and / or the local residents.
- A description of the commissioning and procurement process with a brief report on tasks already completed.
- Budget details.
- Details for future care and future maintenance. Permanent works should be durable and good quality construction requiring very little if any maintenance.

#### 4.8 **Large-scale scheme**

For schemes, which equate to 51 dwellings or over and are over 5,000m<sup>2</sup> in other development including office, manufacturing, warehousing and retail development the Public Art Plan will need to contain the following:

- A Management Plan consisting of a summary of the knowledge, skills and time allowed for Public Art project management.
- The nature and purpose of the Public Art intervention and its relationship to the site including anticipated aims and benefits.
- If Public Art is not already included in the architecture or landscaping of the scheme, a brief where artists are involved describing the potential recruitment and likely timescales.
- The process for community liaison and engagement – both undertaken and proposed.
- An indication of the Public Art programme priorities set in the context of the phasing of the development and likely costs.
- The ownership, maintenance and decommissioning scheme.
- A statement indicating the responsibility for future care and maintenance - this will be addressed as details of the Public Art Programme are

developed. Permanent works should be durable and good quality construction requiring very little if any maintenance.

#### **FREESTANDING ARTWORK**

- 4.9 There may be circumstances e.g. where plans for Public Art cannot be sufficiently integrated in the outline planning application, where a freestanding artwork will require separate planning permission. In these circumstances it is the developers responsibility to submit such plans, checking with South Cambridgeshire's Planning Department at an early stage in the development process.

#### **DEVELOPMENT FLOW CHART**

- 4.10 A simple flow chart has been produced to indicate how developers can include Public Art within their development schemes. It is more effective to incorporate Public Art in the earliest thinking of a development proposal.

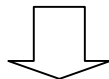
#### **RECORD KEEPING**

- 4.11 Immediately upon completion a full description and pictorial information of the Public Art should be provided in the form of a written up summary with pictorial and other information for a local Public Art reference archive.

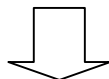
## THE FLOW CHART

### **Pre - Application Discussions and Consultations.**

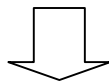
Developer contacts the District Council Development Control Section. If the scheme is of a scale that falls under the scope of the Council's Public Art policy the Development Control Officer will provide the developer with this SPD. The Officer will encourage the developer to consult the local community and prepare an integrated Public Art plan as part of other contributions supporting services, facilities and infrastructure.



Developer contacts Arts Development Officer for advice on provision of Public Art.

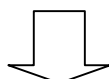


If a developer is considering including Public Art within the scheme independent advice is available from specialist arts consultancies. Appendix 5 includes those that have worked in South Cambridgeshire.

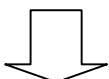


If the development needs to have an Environmental Impact Assessment (EIA) carried out to find out the likely impact the scheme will have on its surroundings the initial scoping advice could specify that Public Art should be included in the scheme for socio-economic reasons as a means of enhancing the proposal.

However if no EIA is required Public Art will often play an important role in enhancing a scheme and therefore this Council will encourage the developer to include Public Art in a development proposal.

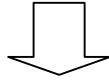


Developer can make the decision in negotiation with the Arts Development Officer as to whether Public Art should be included in the development or whether a commuted sum may be more appropriate. Where off-site provision is contemplated the Arts Development Officer will seek early discussions with the local Parish Council to ascertain whether off-site provision would be supported.

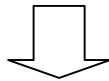




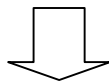
Unless the developer employs an in-house specialist, consideration should be given to engaging an artist or artists to form part of the design team. Advice on this recruitment process is given in this SPD. (See page 17) The artist / specialists should ideally be involved as early as possible within the process.



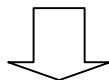
The appointed artist and / or the developer consults the local Arts Development Managers who will also be able to provide information and advice regarding existing Public Art and related arts activities: [www.scambs.gov.uk](http://www.scambs.gov.uk). Discussions regarding themes, ideas, and successor management and maintenance will need to be agreed.



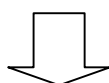
The appointed artist and / or the developer contact the local Parish Council for their views on Public Art in the village. The contact details for Parish Council Clerks are available on the SCDC website: [www.scambs.gov.uk](http://www.scambs.gov.uk) or by contacting 08450 450 500.



The artist and / or the developer consults with the local community regarding the purpose and nature of the Public Art scheme. This consultation with the local community will need to be documented to provide evidence of it having taken place – including information of what kinds of ideas were presented to the public as well as where meetings took place and who attended. This is the developer's responsibility. The District Council will advise on this if necessary and expect representatives from the Parish and District Councils to be invited to attend such consultation activities.

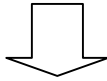


Where appointed, the artist, as part of the design team, prepares a Brief outlining the nature of the artwork, which will be created for the development incorporating the themes inspired from the various consultations. (See page 18 for more detail on the brief).

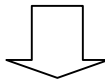


**Public Art Plan prepared**

The developer prepares a Public Art Plan relevant to the scale of the development. See Page 10 for the definition of large or small scale.



Using the information and research gathered during the initial period the Developer prepares a Design and Access Statement, which includes reference to the Public Art Plan for the development.

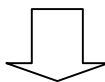


**Planning application submitted**

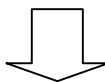
Developer submits a planning application accompanied by:

- A Design and Access Statement incorporating a section about the role of Public Art within the development.
- A statement of the proposed heads of terms of the Section 106 Agreement for consideration.
- A Public Art Plan with the appropriate level of detail depending on the scale of the development.

Ideally the Public Art will be incorporated into the detailed architect / landscape architect drawings submitted as part of the planning application.

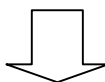


A draft Section 106 Agreement will include Capital Sum(s) where appropriate (see Appendix 2). If a draft Section 106 Agreement is not included with the planning application, the SCDC legal office will prepare one (there may be a charge for this service).

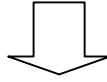


**Post submission consultations.**

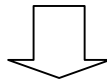
The Public Art Plan will be included in the consultation process of the planning application.



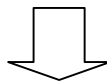
The District Council Development Control Officers consider the planning application and its legal office considers the draft Section 106 Agreement.



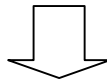
The Arts Development Officer and local community consider the Public Art scheme.



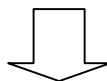
The Public Art Plan is recommended (or declined) by the Arts Development Officer following consultation with the Development Control Officer. Otherwise the Public Art scheme will be determined alongside the planning application with advice from the Arts Development Officer.



Prior to planning approval being determined, the Section 106 Agreement is completed by all parties, including the Parish Council, where appropriate e.g. if the Parish Council is to adopt the installation or owns the land upon which the installation is sited.

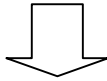


#### **Determination of the Planning Application.**

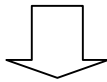


Developers are advised to ensure that technical consultations and approvals for any artwork installations are carried out prior to starting work on site. These may include

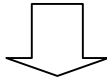
- Statutory utility companies for underground services.
- Highway Authorities for traffic safety and works to public highway land.
- Parish councils for works on public open space.
- Health and safety issues.
- Ecological issues.
- Environmental health issues.



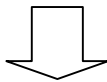
Timing of provision / installation of the Public Art will also be referenced to trigger points within the Section 106 Agreement, based on housing occupations or such other key stages as appear to the Local Planning Authority to be appropriate in the circumstances. These trigger points will show when a development is nearing its completion.



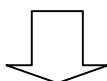
Developer starts work on site and implements Public Art provision as specified in the approved plans. The Developer will engage contractors to fabricate and / or safely install the artwork as advised by the “artist(s)” and technical specialists.



Once provided any installation will need to vest in an owner the ability to maintain or decommission the artwork as appropriate or necessary. Usually a commuted sum will need to be allocated to achieve this and to be included in the Section 106 agreement.



Once any site-specific art works are completed, the Developer will confirm that they are ready to be transferred and the legal documents (including the decommissioning process and likely future ownership) will be prepared by Legal representatives of the Developers and the Parish Council (or approved management organisation). The Public Artwork will normally be transferred as freehold. This process will include transfer of the Commuted Maintenance Sum.



**Public Art is achieved and in place.**

## APPENDIX 1

### WHO DOES WHAT – SOME PRINCIPLES OF GOOD PRACTICE

#### THE ROLE OF AN ARTIST

- 5.1 The defining quality of Public Art is the artist's intent and the connection that this intent has with the place that art works are located as well as the viewers or audience.
- 5.2 For this reason artistic input must be considered at the earliest stage of a development. It may not be necessary to appoint a recognised artist but an artist will often have the necessary skills to successfully take a Public Art project from inception to realisation. Where appointed, the artist should be involved in the creation of development proposals as a member of the design team and will be expected to develop their work in collaboration with the local community and users of the public building or site. Artists should always have due regard to health and safety issues in respect of the art works.
- 5.3 The main roles that artists can have include working:
- Alongside local people and involving residents in exploring the ideas, development and realisation of permanent or temporary art works or arts projects in the community.
  - As members of design teams and with architects to enhance aesthetic aspects of the development.
  - As researchers and curators, drawing on for example views expressed in parish plans, the local history of a place and its surroundings or its proposed future use in order to inform the art works.

#### THE ROLE OF THE DEVELOPER

- 5.4 All artwork commissioned by a developer should be of a high quality and represent good value for money.
- 5.5 Clarity in the developer's Public Art plan is essential, particularly in relation to specifying the artist's role and expected outcomes. The artist's brief should be communicated at the earliest stage.

#### Recruitment of an Artist

- 5.6 Where the decision is made to appoint an artist, their selection should be made against clear criteria based on the objectives of the commission. According to the nature of the brief, one of the following main methods of recruitment should be used:

- a. **Open submission:** Opportunities would be advertised nationally or locally and applications sought from artists.
- b. **Limited submission:** A short list of artists would be drawn up from a recognised register or by recommendation and paid to produce proposals or invited to interview.
- c. **Direct invitation:** Preferred artist(s) could be approached directly and invited to undertake the commission(s).
- d. **Purchase of contemporary work:** Artworks may in certain circumstances be purchased direct from the studio, gallery or arts organisation from open / limited submission.

- 5.7 The Council's Arts Development Officer can offer advice on Public Art commissioning.
- 5.8 Developers should seek to appoint the artist best qualified to undertake the particular project. Work by notable artists will be encouraged in South Cambridgeshire.
- 5.9 Advice is available from specialist arts consultancies and a list of those that have worked in South Cambridgeshire is in Appendix 5.
- 5.10 Wherever possible, developers should ensure that the artist's involvement is supported by a manager with some experience of Public Art and the time to facilitate the process.

#### **The Public Art Brief**

- 5.11 The Public Art brief clarifies precisely the kind of artwork and therefore artist required for the particular development.
- 5.12 The brief should clearly establish: a theme; locations; budget programme; identity of the client; and required community involvement and contacts.
- 5.13 A Public Art brief may be prepared by a specialist agency or an artist on behalf of the developer. A list of consultants that have worked in South Cambridgeshire appears in Appendix 5. The Council's Art Development Officer can help to a limited extent in this process.

#### **Skills Needed by a Developer When Commissioning Public Art**

- 5.14 A good degree of Public Art expertise is essential and developers should engage consultants with the skills, knowledge and capacity required to support the Public Art process and have regard to their advice.

5.15 These include:

- Liaison with local authorities regarding the expectations for development sites.
- Consideration of the role of Public Art in relation to the proposed characteristics of development sites.
- Preparation of briefs and managing contracts and budgets.
- Researching and managing the selection of artists.
- Management of artists' ongoing projects – particularly liaison between client / design team and artist.
- Securing required approvals from the local authorities and other relevant organisations.
- Assistance with publicity / PR / launches and documentation.
- Evaluating the Public Art commissioning process.

#### **Maintenance and Operational Responsibilities**

- 5.16 The commissioner / developer will be responsible for the proper maintenance, repair and conservation of the work and ensure that successive owners accept this responsibility.
- 5.17 The responsibility for maintenance of the artwork will need to be established in the initial brief by the developer. Maintenance for artist-designed street furniture or works located on public highway or park land would need to be agreed in negotiation with the local authorities and landowners concerned.
- 5.18 Maintenance during the course of the artworks life and the decommissioning process should be included in the legal documents prior to the transfer as freehold. Clarity on the existing and likely future ownership of artworks is essential.

#### **THE ROLE OF SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

- 5.19 The role of the local authority in relation to Public Art project management varies according to the nature and extent of the scheme.
- 5.20 Whilst initial support and advice is available from the Arts Development Officer, the developers and / or their agents will prepare proposals for Public Art.
- 5.21 The Council should be informed as to each Public Art proposal or plan proposed to take place in the District. Larger schemes may involve the Arts Development

Officer as a member of a stakeholder group (usually made up of developer representatives, parish and district councillors and interested individuals including, where available, the local arts development manager). For those developers where a Public Art fund has been offered through section 106 the Council will manage funds linked to the development on behalf of the stakeholder group. This will be until any such stakeholder group becomes formally constituted and capable of administering the funds itself in an accountable way.

### THE ROLE OF THE COMMUNITY

- 5.22 Commissioned artworks should be accessible to the public and in public view wherever possible.
- 5.23 If an artwork requires planning permission in its own right, consultation with local representatives will take place automatically. South Cambridgeshire District Council wants to involve communities in decisions whether Public Art should be provided and in the development of Public Art proposals. Where possible local residents should be consulted at the brief preparation stage. Liaison through local newsletters and online updates are recommended.
- 5.24 This is as important in the new growth areas as in well-established villages and neighbourhoods.
- 5.25 PPS1: Delivering Sustainable Development positively encourages the involvement of the community in creating sustainable communities and stresses the values of involving the public in devising schemes. The Council will encourage the involvement of local people (including local non-professional artists) in the development of artworks as the best way to gain public awareness and support.
- 5.26 Guidance is available for developers and parishes about involving residents in working with professional artists. Contact the Arts Development Officer for a copy of the **stArt now** toolkit.



## APPENDIX 2

### TEMPLATE FOR SECTION 106 AGREEMENT

Planning Obligation by Deed of Agreement

## under Section 106 of the Town and Country Planning Act 1990

relating to [the development of .....  
on/at ..... ]

Dated : 200...

- [Local Planning Authority] (1)
- [Local Highway Authority] (2)
- [Freeholder] (3)
- [Other Interested Person] (4)
- [Other Interested Person] (5)

5

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<sup>5</sup> **GENERAL GUIDANCE NOTE**

The objective is to provide a document which is concise, clear and comprehensive. Modern legal drafting no longer employs archaic legal terminology. Instead, it should be drafted so as to be readily understood by all interested parties.

The solicitors responsible for drafting the document need to receive clear and unambiguous instructions from their clients.

A Section 106 Planning Agreement is a legal document. It creates legal commitments which bind the original parties and their successors, and the land, and these commitments may continue for many years. It is important to remember that a Section 106 Planning Agreement will usually be negotiated in conjunction with the planning permission, which also normally runs with the land.

The document should follow a logical sequence, starting with the parties followed by an Introduction which explains the objective of the Planning Agreement, then the legal provisions that enable the local planning authority and any other public authority to enter into the planning obligations, and the operative provisions containing the obligations of the landowner and, if appropriate, the local authorities.

A Unilateral Obligation may be employed where the obligations are made by the Owner and/or the Developer without any reciprocal commitments by the local planning authority, provided that the local planning authority by whom the Planning Obligation is enforceable is identified within the Deed.

The parties negotiating the Agreement are encouraged to follow the broad format of this agreement. Where necessary, however, they may substitute the provisions (especially those in square brackets) in this standard agreement for wording specific to the development and authority. Authorities should make standard materials available to applicant.

## TABLE OF CONTENTS

<b>INTRODUCTION</b>	<b>3</b>
1 DEFINITIONS	4
2 CONSTRUCTION OF THIS DEED	5
3 LEGAL BASIS	6
4 CONDITIONALITY	6
5 THE OWNER'S COVENANTS	6
6 THE COUNCIL'S COVENANTS	6
7 MISCELLANEOUS	6
8 MORTGAGEE'S CONSENT	7
9 WAIVER	7
10 CHANGE IN OWNERSHIP	7
11 <b>INDEXATION</b>	<b>8</b>
12 INTEREST	8
13 VAT	8
14 JURISDICTION	8
15 DELIVERY	8
FIRST SCHEDULE	9
[Details of the Owner's Title, and description of the Site]	
<b>SECOND SCHEDULE</b>	<b>10</b>
[Form of notice of planning permission]	
THIRD SCHEDULE	11
The Owner's Covenants with the Council	
Transfer of property/open space/play areas/public squares/amenity space	
FOURTH SCHEDULE	12
Council's Covenants	
Corresponding covenant by Council where land transferred	
FIFTH SCHEDULE	13
Contract and Land Transfer	

DATE 200.....

**PARTIES<sup>6</sup>**

- (1) [LOCAL PLANNING AUTHORITY] of [..... *insert address* .....] (“Council”)
- (2) [FREEHOLDER] of [..... *insert address* .....] (“Owner”)
- (3) [OTHER INTERESTED PERSON] of [..... *insert address* .....] (“Developer”)
- (4) [OTHER INTERESTED PERSON] of [..... *insert address* .....] (“Mortgagee”)

**INTRODUCTION<sup>7</sup>**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the local highway authority, [and the county planning authority / the education authority] for the area in which the Site is situated.
- 3 The Owner is the freehold owner of the Site.<sup>8</sup>
- 4 The Developer is <sup>9</sup>
- 5 The Mortgagee is <sup>10</sup>
- 6 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 7 The Council resolved on [...*insert date*....] to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART<sup>11</sup>**

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6 These are the parties who should sign the document as being interested in the land, where, “interested” has a legal meaning. The parties usually include the freeholder, any lessee(s), and the purchaser of the development site with a contract conditional upon obtaining planning permission or an option for a period of time within which the developer may obtain planning permission and then decide whether or not to purchase the land.  
**Local Planning Authority** – the local authority for the area where the land is situated; this may be the District Council Unitary authority, London Borough, National Park Authority or Urban Regeneration Agency.  
**Mortgagee** – In an event of a default by the mortgagor, the mortgagee may take possession of the land, and therefore be liable for the commitments in the planning obligation.

7 This section is also known as “Recitals”, sets the scene for the obligations which appear later in the Agreement.

8 The relevant role(s) of the County Council should be identified.

9 Recital of ownership – see s.106(9)(b) and (c) for what must be stated.

10 Recital of ownership – see s.106(9)(b) and (c) for what must be stated.

11 Recital of ownership – see s.106(9)(b) and (c) for what must be stated.  
These are the provisions that follow the recitals and which set out:  
(a) the method and means of performance of the obligations,  
(b) the content of the obligations.

## 1 DEFINITIONS<sup>12</sup>

For the purposes of this Deed the following expressions shall have the following meanings:

“Act”	the Town and Country Planning Act 1990
“Application”	the application for outline [full] planning permission dated [ ] submitted to the Council for the Development and allocated reference number [ ]
“Agreement”	an agreement with a transfer annexed in the form set out and completed in accordance with the Seventh Schedule
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly.
“Development”	the Development of the Site with [...insert description of the development...] as set out in the Application
“Dwelling”	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
“Index” <sup>13</sup>	All Items Index of Retail Prices issued by the Office for National Statistics [All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation].
“Interest”	interest at [ ] per cent above the base lending rate of the [ ] Bank Plc from time to time.
“Occupation” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including

<sup>12</sup>

Modern draftsmen include their definitions at the beginning of the operative part of the Deed, unless the document is short.

A defined term should be given a capital letter wherever it subsequently appears in the document.

The purpose of definitions is to remove ambiguity, and to avoid unnecessary repetition.

Other definitions can be added, depending upon the terms of the obligations.

<sup>13</sup>

The choice of index will depend on what is being indexed. More than one index may need to be specified.

	occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
“Plan”	the plan attached to this Deed
“Planning Permission”	the outline[full] planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule.
“Property Transfer Trigger”	the restriction on occupation of more than [...specify no. of dwellings/square metres as applicable...] set out in paragraph [1] of the Third Schedule. <sup>14</sup>
“Site” <sup>15</sup>	the land against which this Deed may be enforced as shown edged red on the Plan.

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

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<sup>14</sup> Needed if property to be transferred.

<sup>15</sup> This will usually be the same as the Application site. It should be the land against which the obligations are to be enforced.

### **3 LEGAL BASIS<sup>16</sup>**

- 3.1 This Deed is made pursuant to Section 106 of the Act [Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000].
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.<sup>17</sup>

### **4 CONDITIONALITY**

- 4.1 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and
  - (ii) the Commencement of Development

save for the provisions of [Clauses 8.1, 15 and 16 legal costs clause jurisdiction and delivery clauses and any other relevant provisions] which shall come into effect immediately upon completion of this Deed.

### **5 THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council as set out in the Third Schedule.

### **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

### **7 MISCELLANEOUS**

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be deemed to have been properly served if sent by recorded

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<sup>16</sup> The operative provisions should follow a logical sequence, commencing with a statement of the legal powers which are relied upon by the local planning authority when entering into this agreement. Obviously, the primary authority is Section 106 of the Town and Country Planning Act 1990, but the local planning authority may also wish to include Section 111 of the Local Government Act 1972, and Section 2 of the Local Government Act 2000. Sections 111 and 2 should be mentioned where the local planning authority is also committing to carrying out certain actions. These sections enable the local authority to deal with obligations required from the landowner, that are not within the powers of Section 106. However, unlike s.106, obligations under section 111 and 2 do not run with the land.

<sup>17</sup> Standard Terms

Formal requirement

It is necessary to state formally that the document is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990.

delivery to the principal address or registered office (as appropriate) of the relevant party.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.<sup>18</sup>
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

## **8 MORTGAGEE'S CONSENT**

- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **9 WAIVER**

- 9.1 No waiver (whether expressed or implied) by the Council [(or Owner)] of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council [(or Owner)] from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **10 CHANGE IN OWNERSHIP**

- 10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details

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<sup>18</sup>

Some parts of a planning agreement will need to be enforceable against owner occupiers or tenants, eg some affordable housing provisions. Consider whether this common exclusion is suitable for all parts of the agreement.

of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.<sup>19</sup>

## **11 INDEXATION**

11.1 Any sum referred to in the Third [] Schedule[s] shall be increased by an amount equivalent to the increase in the Index from the [date hereof]<sup>20</sup> until the date on which such sum is payable.

## **12 INTEREST**

12.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **13 VAT**

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.<sup>21</sup>

## **14 JURISDICTION**

14.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

## **15 DELIVERY**

15.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

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<sup>19</sup>

Consider whether sales to owner occupier and business tenancies are to be notified. The purpose of this clause is to assist the LPA in practical monitoring. Consider also including a clause on service of notices.

<sup>20</sup>

Insert appropriate point.

<sup>21</sup>

Parties should take advice on the applicability of VAT and consequences of failure to collect if payable.



FIRST SCHEDULE<sup>22</sup>  
**[Details of the Owner's Title, and description of the Site]**

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22

Description of the title and the land to be bound by the Agreement. This is usually a description of the development site which is the subject of the application for planning permission.

SECOND SCHEDULE<sup>23</sup>  
**[Form of notice of planning permission]**

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23

Form of notice of planning permission. Whilst the notice of planning permission will only be issued upon the completion and exchange of the signed Section 106 Planning Obligation, good practice is to annex a draft to the document so that all terms and conditions are known.

THIRD SCHEDULE  
**The Owner's Covenants with the Council**

**PUBLIC ART**

**Definitions** (to be included in clause 1):

“Public Art Contribution” means a financial contribution of [ ] pounds (£[.....]) towards the provision of Public Art such provision to be entirely at the discretion of the Council in terms of size nature artistic influence and geographical location within the [Council area, or specified area]

Alternative definition:

“Public Art Contribution” means a financial contribution of [ ] pounds (£[.....]) towards the provision of Public Art which will include where appropriate sculpture, street furniture, landscaping and/or architectural detailing within [specify area] [within or within the vicinity of the Development as the Owner and Council may agree]

“Public Art” means  
[.....]  
..... ]

3 To pay the Public Art Contribution within [...insert number to be specified...] days of the Commencement of Development

OR

5.1 To include as part of the Development a permanent work of Public Art to the value of the Public Art Contribution which is integral to the Development and permanently affixed to the Development Land the precise nature of the work of art and its precise location on the Development Land to be approved by the Council prior to Occupation of any part of the Development

5.2 The said work shall be provided on or before [...specify date or event...]

FOURTH SCHEDULE  
**Council's Covenants**

**Corresponding covenant by Council where land transferred**

- 1 The Council agrees to execute the transfer of the property on or before the Property Transfer Trigger on the terms set out in the Seventh Schedule failing which the restriction set out in paragraph 1 of the Third Schedule shall cease to have effect.

**Repayment of contributions**

- 2 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 3 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within [five] years of the date of receipt by the Council of such payment together with interest at the [...insert name of bank...] base rate from time to time for the period from the date of payment to the date of refund.
- 4 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

**Discharge of obligations**

- 5 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

FIFTH SCHEDULE  
**Contract and Land Transfer**

(Execution of s.106 agreement)

THE COMMON SEAL OF [Local Planning Authority] )  
was affixed in the presence of: )

Authorised Signatory:

THE COMMON SEAL OF [County Council] )  
was affixed in the presence of: )

Authorised Signatory:

EXECUTED AS A DEED by [...insert name of owner...] )  
in the presence of: )

Director:

Director/Secretary:

[...add Developer, mortgagee and any other parties as appropriate...]

## APPENDIX 3

### CASE STUDIES FROM SOUTH CAMBRIDGESHIRE

A number of successful Public Art schemes have arisen in the District in recent years. Here are some examples of how artists' work has been successfully integrated into the environment.

#### Themed Work



#### **Genome stripe (2005)**

One mile of 20,500 thermoplastic stripes  
Cycleway between Addenbrookes and Great  
Shelford

**Katy Hallett**

#### **Sustrans with Cambridgeshire County Council**

Katy Hallett had been working on surface interference patterns for Sustrans, builders of the national cycle route. Once the path in Great Shelford had been designated and selected as the final 10,000th mile of the National Cycle Network the artist was asked to consider an appropriate celebratory intervention. The genome stripes occurred because Sir John Sulston pioneered the mapping of the human genome and worked at Sanger Institute and Addenbrookes Hospital. It was following discussions with Sir John, a keen cyclist that the idea took shape and the BRCA2 gene was spelt out in its distinctive colours.

Artist fees and works: £60,000

Part funded by Sustrans, the National Lottery and the Wellcome Trust.



**Flight (2003)**

10 metres, stainless steel  
Cambourne

**Richard Thornton and  
Antonia Hockton**

**Morrison Supermarkets Plc.**

The steel sculpture, designed by Richard Thornton, portrays the lift of flight. The 12 graded sandstone panels carved in low relief by Antonia Hockton, magnifies engine parts kept or recorded at Bourn Airfield and Duxford War Museum.

Antonia Hockton also ran community carving workshops, demonstrations and gave slide presentations of the work to local schools and community groups.

Artist fees and works: £65,000

Commissioned by Morrison Supermarkets PLC as a focal point for the square next to the new supermarket.

**Smaller Scale Schemes**



**Village Sign (2002)**

Portland Stone 1200 x 1200  
Harlton

William Garfitt with Cambridge Carving  
Workshop

**Harlton Parish Council**

A sign that also commemorates a thousand years of village life. The artwork takes the form of a three sided stone plinth topped with a heritage map and is sited on a village green bound by three roads to the north west of Harlton

A millennium project begun by villagers in the year 2000.

Artist fees and works: £10,000

Commissioned by Harlton Parish Council and part funded by South Cambridgeshire District Council Arts Capital Fund.





**Luce Colorata (2005)**

glass and steel 3000 x 1600 x 500  
Sackville House, Cambourne Library, Health  
Centre and offices

**Chris Wood**

**Cambridgeshire County Council**

Specially commissioned for the atrium of  
Sackville House and created in close  
consultation with the design team.

An elliptical arrangement of Dichroic glass  
suspended beneath the roof light. Light entering  
the roof light is transformed into patterns of  
coloured light that project into the interior space.

Artist fees and works: £25,000

**Willingham Bus Stop (2008)**

Steel, glass, paving and lighting  
Willingham

**Zoe Chamberlain with Louise Watson**

An artwork located at the High Street bus stop  
that provides a focal point for residents and  
visitors at the same time as giving shelter for  
bus passengers.

Contemporary in design, the structure  
commemorates Willingham's beehive making  
tradition and the distinctive bee dances that  
have been observed in Cambridgeshire over the  
centuries. The verge next to the artwork is sown  
with meadow flowers.

The project initiated a community-based arts  
programme involving residents of all ages and  
interests in celebrating the flower-growing  
heritage of the village.

Cost of artists and works £26,000

**David Wilson Homes** in association with  
Willingham Parish Council and with the support  
of the National Lottery Awards for All scheme.



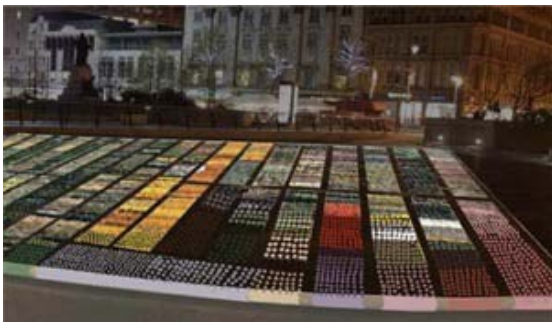
## Larger Developments



**Arbury Park Public Art Scheme (2006-2009)**  
Impington, part of a 900 home development on the northern fringe of Cambridge

### **Making Visible the Invisible**

**Patricia Mackinnon-Day – lead artist**  
**Richard Heeps - photographer**  
**Kirsten Lavers – neighbourhood artist**  
**Mark Dixon – digital artist**  
**Oliver Bennett - writer**  
**Lubna Chowdhary - sculptor**  
**Adam Booth**  
**Chris Wood**



Artwork 1: Trial Ground by Patricia Mackinnon-Day  
Blanket of lights for town square inspired by aerial image of sweet pea seed trial beds.

### **Gallagher Estates – Lead developers**

With the involvement of Commissions East, Shape East and the *Project* scheme (Commission for Architecture and the Built Environment and Arts Council England / Public Art South West)

Artworks are phased throughout the four-year development of the site and include a range of works from community-based art schemes involving residents to the permanent artworks in the community centre, central square, school, hotel and local recreational areas.



Artwork 2 - School Gates by Adam Booth  
Gates for Orchard Park Primary School

The lead developers, housing contractors, commercial developers and County Council all commissioned work that built on the strategy 'Making Visible the Invisible' produced by Patricia Mackinnon Day which identified ways of integrating the new settlement with the surrounding villages and the historic city of Cambridge.

A Public Art stakeholder group consisting of developers, South Cambridgeshire District Council, Impington Parish Council, Arbury Park residents and artists, has supported the work.

For more information see  
[www.sameanddifferent.net](http://www.sameanddifferent.net)

Total cost of artists and works: £350,000

Gallagher Estates with additional financial support from Arts and Business, Martin Grant Homes, Inspace Partnerships, George Wimpey East Anglia, Persimmon, George Wimpey South Midlands and Cambridgeshire County Council.

## APPENDIX 4

### FURTHER INFORMATION

#### LOCAL INFORMATION

- South Cambridgeshire Development Control Policies DPD (2007)
- Public Art Policy for South Cambridgeshire (2004)
- Landscape Guidance for Development Sites Supplementary Planning Document (in preparation)
- Sub-regional Arts and Culture Strategy - Cambridgeshire Horizons (2006)
- Draft East of England Plan (2007)
- Integrated Regional Strategy – Sustainable Futures (2005)

#### NATIONAL INFORMATION

- Planning Policy Statement 1: Delivering Sustainable Development ODPM (2005)
- Planning Policy Statement 3: Housing DCLG (2006)
- Planning Policy Statement 6: Planning for Town Centres ODPM (2005)
- Planning Policy Statement 7: Sustainable Development in Rural Areas ODPM (2004)
- Planning Policy Statement 12: Local Development Frameworks ODPM (2004)
- Planning Policy Guidance 13: Transport ODPM (2001)
- Planning Policy Guidance 15: Planning and the Historic Environment DoE (1994)
- Planning Policy Guidance 17: Planning for Open Space, Sport and Recreation ODPM (2002)
- Circular 05/05: Planning Obligations ODPM (2005)
- Circular 01/06 Changes in Guidance to Development Control ODPM (2006)
- By Design- Urban Design and the Planning System (CABE / DETR 2000)
- Creating Excellent Buildings – a Guide for Clients (CABE 2003)
- Urban Design Compendium (English Partnerships and the Housing Corporation 2000)

## USEFUL WEBSITES

- South Cambridgeshire District Council – [www.scambs.gov.uk](http://www.scambs.gov.uk)
- Communities and Local Government - [www.communities.gov.uk](http://www.communities.gov.uk)
- Cambridgeshire Horizons - [www.cambridgeshirehorizons.co.uk](http://www.cambridgeshirehorizons.co.uk)
- CABA - [www.cabe.org.uk](http://www.cabe.org.uk)
- Ixia- Public Art Think Tank – [www.ixia-info.com](http://www.ixia-info.com)

## APPENDIX 5

### PUBLIC ART CONSULTANTS

If developers do not have the skills or time required to manage a Public Art plan a large number of Public Art agencies are available. Some of these are listed on <http://www.publicartonline.org.uk/practical/commissioning/agencies.html>

This is a list of Public Art consultants that have worked in the South Cambridgeshire District Council area:

<p><b>ArtOffice</b> (Isabel Vasseur) 15 Highgate West Hill London, N6 6NP Tel: 020 8348 2989 e-mail: <a href="mailto:info@artoffice.co.uk">info@artoffice.co.uk</a> <a href="http://www.artoffice.co.uk">www.artoffice.co.uk</a></p>	<p><b>Freeform</b> (Alan Rossiter) Hothouse 274 Richmond Road London Fields E8 3QW Tel: 020 7249 3394 e-mail: <a href="mailto:alan@freeform.org.uk">alan@freeform.org.uk</a> <a href="http://www.freeform.org.uk">www.freeform.org.uk</a></p>
<p><b>Alastair Snow Associates + Projects</b> 4 Old Park St Michaels Bristol BS2 8BD Tel: 0117 929 4660 e-mail: <a href="mailto:asart4@btinternet.com">asart4@btinternet.com</a></p>	<p><b>Jane Heath</b> Visual Arts Planning and Projects 328 High Street Cottenham Cambridge CB4 8TX Tel/Fax: 01954 250106 e-mail: <a href="mailto:jane@visarts.freeserve.co.uk">jane@visarts.freeserve.co.uk</a></p>
<p><b>Commissions East</b> (Director David Wright) St Giles Hall Pound Hill Cambridge CB3 0AE Tel: 01223 356882 e-mail: <a href="mailto:info@commissionseast.org.uk">info@commissionseast.org.uk</a> <a href="http://www.commissionseast.org.uk">www.commissionseast.org.uk</a></p>	<p><b>Shape East</b> (Director Frances Downie) The Courtyard Unit B 21 Sturton Street Cambridge CB1 2SN Tel: 01223 462606 e-mail: <a href="mailto:admin@shape-east.org.uk">admin@shape-east.org.uk</a></p>
<p><b>Creative Intelligence Agency Ltd.</b> (Director Sarah Wang) 2nd Floor 101 Redchurch Street London E2 7DL Tel: 020 7739 8045 (Skype 020 7871 5771) Mob: 07900 882 390 e-mail: <a href="mailto:sarah@thecia.org.uk">sarah@thecia.org.uk</a></p>	<p><b>Working pArts</b> (Director Geoff Wood) Shoulder of Mutton 70 Towngate Midgley West Yorkshire HX2 6UJ Tel: 01422 884538 e-mail: <a href="mailto:geoff@working-parts.com">geoff@working-parts.com</a></p>
<p><b>Prospect Row</b> (Partner David Ousby) PO Box 572 Cambridge CB1 2QG Tel 01223 313200 e-mail: <a href="mailto:dco@prospectrow.co.uk">dco@prospectrow.co.uk</a> <a href="http://www.prospectrow.co.uk">www.prospectrow.co.uk</a></p>	<p><b>Wysing Arts</b> Wysing Art Centre Fox Road, Near Bourn Cambridge CB23 2TX Tel 01954 718881 e-mail: <a href="mailto:info@wysingartscentre.org">info@wysingartscentre.org</a></p>