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"Flexibility Is Better Than Prophecy" (for consents underpinning Super Strategic Sites)

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The Law Society
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With this Government's commitment to 1.5 million new homes and increasing support for large sites, in part evidenced through the work of the New Towns Taskforce, I am grateful for this opportunity to consider the planning and delivery mechanics for large residential led sites[1]. Thresholds are notoriously difficult to define but, in the context of this paper, a large residential led site, which I describe as a Super Strategic Site, is one of over 2,000 homes that will take more than 10 years to deliver and which requires material onsite green, grey and community infrastructure.

"The only constant in life is change." – Heraclitus (Greece – late 6th/early 5th Century BC)

"The pace of change has never been this fast, yet it will never be this slow again." – Justin Trudeau (World Economic Forum 2018)[2]

Over the last fifteen years, as part of Urban&Civic's founding team, I have been responsible for shepherding a number of these Super Strategic Sites through policy and development control. In so doing, one thing that has become increasingly evident is that "flexibility is better than prophecy". Indeed, colleagues and consultant teams alike would be surprised if there was a meeting at which I didn't raise this pragmatism driven mantra.

In my experience, the default expectation by Local Planning Authorities (LPAs), County Councils, Viability Consultants, Statutory Consultees and indeed Government, is that Super Strategic Sites are like smaller sites and should therefore be subject to similar certainties and detailed controls around the manner, timing and costs of delivery.

In practice, this prophetic certainty is fundamentally missuited for a Super Strategic Site. Smaller sites, once consented and if done properly, do not have delivery periods which extend from 10 to 25 years or beyond. Consequently, they do not have to navigate through multiple economic and political cycles, as well as significant changes in technology, funding and regulatory regimes. Worse still, applying a small site desire for certainty via fixes in a Super Strategic Site, only creates delays in approvals, unviable consents and a breakdown in trust, with promises made being broken via inevitable and increasing convoluted revisions.

Successful large scale residential led sites over the last fifteen years have recognised that flexibility is better than prophecy and have had honest, realistic, delivery focused conversations during the planning process that build trust. This approach does not pretend to have all the answers on day one and does not rob decision makers of certainty or controls. Rather, it focuses on establishing principles and processes within the Outline with reviews and details being brought forward for subsequent phase by phase approval, linked to ongoing viability assessments. In essence, it creates adaptive certainty.

Through this paper, I seek to make the case for the flexible approach to Super Strategic Sites by Master Developers and stakeholders alike. I explain how and why Urban&Civic came to adopt this approach and illustrate how we have woven flexible mechanics through the existing planning system using the example of our 6,500 unit consent at Waterbeach[3]. Finally, I encourage policy makers to consider creating a specific "Super Strategic" classification within

[1] I am equally grateful to everyone who has contributed and reviewed this paper throughout its genesis, in particular: Nigel Hugill & colleagues at U&C, Julia Foster and Andrew Fisher of DLA, Tom Dobson of Quod and Beverly Firth and Alex Round of Mills&Reeve. Contributions from the JPLC committee have also been both enlightening and entertaining. As ever, all views expressed remain my own in a personal capacity.
[2] https://youtu.be/fTl1YNTNb0g
[3] The Outline Consent, Parameter Plan and S.106 Agreement for which are included in full as appendices

the planning system that would recognise the fundamental differential of these sites and ensure it's considered at all stages – from the formulation of legislation and guidance right through to delivery.

The old adage that "you can't live in a planning consent" is true and the mere ambition to grant a consent of any size should never be enough. For Super Strategic sites, we need flexible, delivery focused approaches that will underpin schemes coming forward over the next 10 to 25 years. Government may call large sites by different names, such as a Strategic Urban Extension, Garden (Insert Scale of Settlement Here – *Village, Town, City*), EcoTown or indeed New Town but it's the structure and mechanics of the consent, rather than the badge, that makes a difference between intent and delivery.

Section 1 – A Bit of Background:

1A) Convictional underpinnings and market musings.

So, you might be asking yourself, where does this mantra for flexibility come from and what qualifies you to make this pitch? Well, over the last nearly 50 years, I've experienced the planning system from a number of different perspectives and I must admit that I love planning. From growing up as the son of a Chartered Surveyor, becoming a planning barrister, working within the Treasury Solicitors (now the Government Legal Service) advising the Department and Planning Inspectorate, cross qualifying as a planning Solicitor and then becoming a developer, I have seen the system from a wide range of perspectives. It is this multi-denominational experience which underpins my pragmatism and fervent desire to avoid stalemate whilst focusing on placemaking, delivery and community. It's also one of the reasons I've always enjoyed the practical and intellectual melting pot that is the JPLC.

Singular perspectives do not a community make but they can a community break. The mindset and approach of those involved in development are often driven by ethereal and idiosyncratic desires. Legislation to guidance, as well as everything in between, can only ever be a framework but is often treated and discussed as the "be all and end all". The planning system in this country is capable of great flexibility and pragmatism but the same checks and balances can be used as a blocker when the motivation of the applicant and the decision maker are not aligned. We spend much time obsessing over changes to the system to "make it better" but we must collectively recognise and take responsibility for significant operator error by all parties.

Urban&Civic was founded in 2010 with a handful of likeminded colleagues who had the collective ambition, led by Nigel Hugill and Robin Butler, to deliver large scale mixed use new communities professionally, profitably and to a high quality within 100 miles of London. Our perception at the time was that there was a fundamental difference within 100 miles of London from elsewhere in terms of the politics and economics of delivering homes. Without Super Strategic Sites coming forward in this part of the country it was not going to be possible to meet the required housing numbers, whereas housing delivery rates elsewhere were generally meeting need. Equally, based on urban delivery examples such as Stratford and Paddington, it was our belief that large new communities brought forward with infrastructure, landscape and high quality design would become more politically acceptable and create new amenity led prime locations within higher growth areas. With some notable exceptions, such as Gallagher Estates, Countryside and Crest there was a lack of focus and experience on what it took to "deliver" large scale consents for mixed use communities rather than just plan for them.

Equally, a number of financial institutions had got into the market thinking of longer-term stable returns but were, by 2010, on the retreat having failed to get their sites through planning.

Most previous large scale consents were either proving very slow to obtain or once consented were not being implemented, such as Eastern Quarry in Ebbsfleet. Slow subsequent build out rates with little co-ordination and placemaking focus understandably resulted in caution over further allocations. Unsurprisingly perhaps, the default approach, from LPAs and County Councils to large-scale mixed-use consents, was to layer controls over them akin to that of a smaller consent but this only further compounded the problem.

And now for the money. I think it's fair to say that this is where trust and understanding had really broken down. There was (and indeed remains) a confusion as to the valuation peculiarities for large-scale mixed-use consents which are different from smaller sites. Key to this is that consent, whilst increasing the value of the land, does not do so in the same proportion/extent as for smaller scale sites. The "large site discount", as we have come to call it, is essentially a marketability discount, reflecting the relative absence of marketability for a large un-serviced land parcel, compared to smaller "oven-ready" plots. Put simply, there are not that many buyers for a big block of un-serviced consented land whereas there are lots of potential buyers for smaller more digestible plots. Valuers further widen the discount by adding in the time value of money and the inherent upfront and ongoing risks associated with these long-term, large-scale projects, such as economic cycles, political shifts, and regulatory changes.

Following consent, significant further infrastructure investment is required to unlock retail value for the individual plots within the larger site over the lifetime of the development. The inherent risk and illiquidity associated with un-serviced, large-scale land, was something that the planning system often failed to adequately account for in its upfront viability assessments when fixes were being made at the outline stage. With trust at a low ebb, this resulted in unviable and undeliverable consents, such as that for Eastern Quarry, being issued out of confusion and fatigue. Promoters often felt that it was better to get the consent and then go and seek to change it, in the face of demonstrable failure, rather than fight on arguing the theoretical. LPAs were equally unpersuaded that they should take the upfront delivery risk via permanently low levels of affordable housing. The combined lack of experience, in what it takes to get large scale consents delivered successfully, only served to create a doom spiral of recrimination and caution.

1B) Fifteen volatile years, the rise of the Master Developer and the heroes of innovation:

Over the last fifteen volatile years, the current Ministry for Housing, Communities and Local Government(MHCLG) has changed its name 4 times and we have had: 16 different Housing Ministers (17 if you count Lee Rowley twice), 8 different Secretaries of State (10 if you count Greg Clark and Michael Gove twice), 6 Prime Ministers, four general elections, a significant structural reform with the removal of regional planning and introduction of neighbourhood plans, a few Acts of Parliament, a couple of algorithms (some more "mutant" than others) and multiple white/green papers. We have simplified planning policy through the NPPF, marched towards housing targets, retreated and marched back again. We have seen the introduction of Help to Buy (and its removal) as well as mandatory requirements for biodiversity net gain and we are now moving into the realm of local government reorganisation, local plan reform and the return of the "new" New Town. The proverbial stick and carrot within planning have been proffered in differing measure depending on economic necessity and political confidence.

Over the same period, the UK has emerged from the back end of the Global Financial Crisis, endured austerity, got used to low interest rates, been shocked by higher interest rates and wrestled with inflation. If you add in the pace of technological change[4] and the pandemic into the mix, you not only have the legislative and economic landscape shifting under our feet but also the way in which we live, work, shop, exercise, socialise and interact as a community.

Navigating this ever-changing landscape has been challenging for small and large sites alike but in materially different ways. Good design and delivering quality is essential, however, it is an inexorable planning truth that existing residents and therefore local councillors are motivated most by traffic concerns, education and health capacity issues and increasingly, climate emergency considerations, especially around flooding. Large sites, unlike their smaller cousins, have an ability to address such concerns internally and via scale solutions which has, in part, been responsible for a resurgence of enthusiasm.

For Super Strategic Sites, the Master Developer approach has emerged as the preferred descriptor of delivery but it's worth remembering that this was not a term of art much used in this country pre 2010. Urban&Civic, started to use the term Master Developer in around 2015 from a desire, particularly as a public company seeking to attract investment, to differentiate our approach from either that of a land promoter and/or a housebuilder[5]. In addition to the differentiation, the logic behind "Master" Developer was to emphasise co-ordination, quality, experience and scale of Super Strategic Sites. Today the term has become mainstream and is used in different ways by different organisations. The following ingredients are important as they underpin our approach to flexibility but are not exclusive to U&C:

Snapshot 1 – Key ingredients of a Master Developer?	
Built for the Long Term	Given the scale of the site, the Master Developer must be structured for delivery over the long term. Singularly short term return requirements and/or funding do not allow for the balance between upfront expenditure and the long dated return over the lifetime of scheme.
Land Interest	The Master Developer must have an interest in the land within the planning application red line, either directly or synthetically[6]. This land ownership creates long term alignment with stakeholders and rational decision-making processes for short term investment and long dated returns. Fractured land ownership creates the opposite.

[4] See Appendix 1 for an AI generated timeline of technological changes over the last 15 years.

[5] P. McAllister, E Shepherd & P. Wyatt (2022): An exploration of the role and significance of specialist land promoters in the housing land development market in the UK, Journal of Property Research – *"The distinction between master developers and specialist land promoters can be a particularly fine one. Master development, as a standalone activity, has been expanding over the last decade as the enthusiasm of volume housebuilders for undertaking strategic large-site development themselves declined in the aftermath of the GFC (see, CBRE, 2020). Master development tends to be capital-intensive, typically involving the provision of on- and off-site investment in strategic infrastructure for large-scale, long-term, multi-phase development projects. Master developers usually concentrate on large sites which they may own, own part of or control through promotion agreements or joint venture agreements. The output from master development is typically serviced, (partially) de-risked parcels of land with planning permission that are normally sold to housebuilders. Development at scale and the provision of strategic infrastructure are the main differentiators between master developers and specialist land promoters."*

[6] A synthetic interest is one where the land ownership does not transfer but the contract creates an entitlement to a return based on the uplift in the value of the land.

Planning & Infrastructure Delivery	The Master Developer is the party that will be responsible for obtaining the flexible Outline Planning consent, the Key Phase Approvals[7] AND delivering the green/blue, grey and community infrastructure across that site through Reserved Matters Approvals (RMAs). A co-ordination and delivery mindset over the long term is central to both successful planning and implementation as is the ability to understand the placemaking requirements of both housing and commercial uses.
Alignment of Incentives	Through the alignment with the land, the quantum of upfront infrastructure investment and the unwinding of the large site valuation discount over time, the Master Developer is incentivised to deliver quality place making and to maximise absorption rates.
Serviced Land Product	The Master Developer's product is parcels of fully serviced, oven ready land for which the planning and delivery has been materially derisked. Consistency of serviced land product within sites and between sites is important for business efficiency and customer delivery.
Customer Equality & Consortium Sites	Whilst some Master Developers are also housebuilders, Urban&Civic's model is to ensure all housebuilding and commercial customers are treated equally to avoid any consortium site concerns. The management of site, including haul roads, signage and marketing should reflect this equality.
Setting and Maintaining Standards: Design Codes & Quality Mandate	Design codes are a key mechanism and need to be prepared by the Master Developer. Housebuilding and commercial customers not only have to take them into account from a planning perspective but are contractually required to meet the standards of these codes and the Master Developer should sign off RMAs before they are submitted to the Council. This provides a contractual mandate for quality in addition to the planning mandate and further alignment with stakeholders.
Diversity of Housing Delivery	Housebuilding customers range from Small and Medium-sized Enterprises (SMEs) to Regional and National companies and from Affordable Housing Providers to investors/operators of build to rent housing. Diversity of housing delivery is not just about market housing and affordable housing. For communities to be successful a range of house types and tenures is essential. Rental housing does not erode market housing demand. Housing associations have differing appetites over time depending on funding structures and definitions. SME housebuilders prefer licence model structures and need to fund their build costs out of secured debt whereas national housebuilders like to buy outright whenever possible given their cash provisions. There is no one size fits all, so the Master Developer needs to accommodate and encourage this diversity including innovations around elderly care.
Risk Balance with the Public Sector	Large sites deliver significant on-site planning gain and as an expert in delivering green, grey and community infrastructure the Master Developer can absorb the construction delivery risk from the public sector. This is increasingly important and accepted by a resource and expertise depleted public sector.
Government Funding & Acceleration	Government funding programmes change over time but the Master Developer must be prepared to maximise the funding opportunities from Homes England and other public bodies to accelerate the delivery of

[7] Which are explained further in Section 2.

	infrastructure where this can be achieved without a negative impact on returns.
Community Engagement	Community engagement by the Master Developer both before consent and during delivery is essential. The community around the site as well as the growing community on the site are both key stakeholders in the evolution of place. The nature of the engagement will change over time and the Master Developer needs to be able manage planning consultation, engaging around the impacts of delivery and on into community building.

Within this ever-changing landscape, the last 15 years for Urban&Civic have been about evolution and growth. From the acquisition of Alconbury Airfield (1,100 acres of cold war infrastructure) in 2010 as a private equity backed start up, via public listing in 2014, to the Wellcome Trust taking us private again in 2021, we have continued to refine our approach and structure for the delivery of Super Strategic Sites. Following the acquisition of L&Q Estates in 2024 we now have 19 such sites, of which 11 are now at advanced stages of delivery, based on consents granted from around 2014, with the next generation working their way through the planning process.

A significant part of growth has come through the positivity of planning officers, technical stakeholders and local authority members open to innovative approaches. Their willingness to adapt traditional thinking for Super Strategic Sites is evidenced by the fact that none of these sites have had to go to appeal. It should also be recognised that the evolution by Homes England of flexible infrastructure acceleration funding has also been material in the extent of progress. Yet another example of something which, when we started discussions on Alconbury back in 2010, wasn't even a glimmer in HM Treasury's eye.

Whilst the benefits of this approach are now more widely accepted[8] and clearly evident across the U&C portfolio, it is worth paying special tribute to officers like Malcolm Sharp and Steve Ingram, who were at Huntingdonshire District Council when Alconbury was consented, and Ian Davies and Anna Rose, who were at Rugby Borough Council when Houlton was consented. In my view, these are the officers who should rightly be recognised as the public sector champions of flexibility. Equally, our technical approach to flexibility would not have been possible without the considerable guidance and skill of some real planning innovators, namely Beverley Firth at Mills&Reeve and Julia Foster of DLA together with their collective teams. Indeed, you can read Beverley's excellent paper to the 44th JPLC entitled "The Future of CIL and S106 Agreements" from 2016 which uses Alconbury and Houlton as examples.

Today, flexible consents underpin our Master Developer model and investment strategy, ensuring we can sustain delivery throughout varying economic and political cycles while maintaining our commitment to quality and place-making. To deliver successful places, it is vital for us as a business to continue to evolve and refine our flexible approach as well as being

[8] The effective delivery of strategic sites – A toolkit for planning authorities – 2021 "For strategic sites, there may be resistance to adjusting standard s106 agreements to bring in the necessary degree of flexibility over future conditions within the planning consenting process. However; building in review mechanisms to conditions and s106 agreements can be beneficial for a number of reasons, largely related to the length of time a strategic site is likely to take to be built out"

able to seize opportunities to accelerate where we can[9]. It is equally recognised that we are not alone in this endeavour and that there are others who are seeking to do the same. This paper does not seek to identify or indeed compare the wider market but simply, in Section 2, give our experience and views in relation to planning for the delivery of Super Strategic Sites.

Section 2 – Flexibility in Practice:

2A) Planning Approval Periods - What's normal and how does flexibility seem to compare?

The speed with which we have obtained Outline Consent has of course varied from site to site. Factors which have influenced that variation include whether we've originated the application or taken one over, whether the application has been submitted ahead of local plan adoption or whether there have been post allocation policy hurdles to address.

The table below sets out the lead-in time for five of Urban&Civic's strategic sites, where homes are now being delivered, from the date of validation of the application (typically an outline application) to the approval of the first detailed application to permit dwellings in the scheme. Litchfields' ***Start to Finish; How Quickly do Large-Scale Housing Sites Deliver? (2020)*** Report describes this as the 'Planning Approval Period'.

Snapshot 2 - U&C Strategic Sites – Planning Approval Period				
Site	**Consented units**	**Date of Validation**	**Decision Date to Permit First Dwellings**	**Planning Approval Period**
Houlton[10]	6,200	April 2011	July 2016	5 years, 3 months
Alconbury Weald[11]	5,000	August 2012	December 2015	3 years, 4 months
Middlebeck Newark	3,150	November 2014	March 2017	2 years, 4 months
Wintringham St Neots	2,800	November 2017	April 2019	1 year, 6 months
Waterbeach[12]	6,500	February 2017	July 2021	4 years, 3 months

[9] By way of illustration, infrastructure acceleration funding from Homes England enabled Urban&Civic and Aviva Investors (50/50 partners at Houlton) to accelerate the delivery of the link road at Houlton from when it was required at 1,750 homes to when it was delivered at c.150 homes. This opened a second front at Houlton which was at the opposite side of the site from Key Phase 1creating an opportunity no predefined phasing plan could have predicted.

[10] At Houlton, U&C was selected as preferred development partner in 2013, two years after the validation of the application submitted by the original owner. Following U&C's appointment, the application was then amended to reflect a flexible approach with the outline granted in 2014.

[11] Alconbury is an example of a Super Strategic Site which was consented by Huntingdonshire District Council in 2014 with no presumption in Local Plan Policy at that time proving that when operating at a Super Strategic Scale these sites are material enough to be considered on their own merits and then incorporated into a subsequent local plan.

[12] Waterbeach was validated in 2017 before the Local Plan was adopted in 2018. Following that, the Waterbeach New Town SPD – which was a policy requirement – had to be prepared and it was adopted in

Other than for Houlton and Waterbeach, for the reasons noted in the footnotes to the table, each of the Urban&Civic sites has gone on to see completed dwellings within 4 years and 1 month of initial validation. Wintringham achieved completions in three years. In terms of timescale alone, these are faster than the national average figures of 5.0 to 8.4 years identified for large schemes in the Litchfields 'Start to Finish' Report.

There is no doubt in my mind, however, the mindset shift to a flexible structure has also resulted in tensions being eased, sticking points resolved, lasting relationships built and consents not only granted more quickly than they would have otherwise been but even granted at all.

2B) Waterbeach - The embodiment of a flexible consent.

To illustrate this paper with a practical example, I considered pulling in elements of different consents but the anatomy of a flexible consent is better understood with one complete example to reference and indeed cross reference. As with children, you should never have favourites, but the consent that incorporates the widest array of technical elements is our Waterbeach consent which built on learnings from Alconbury and Houlton.

Snapshot 3 – Waterbeach as a Case Study:

The Local Plan Spatial Strategies for the City of Cambridge and South Cambridge (adopted in late 2018) depended upon a number strategic allocations including the New Town at Waterbeach.

The consent at Waterbeach was granted in September 2019 across 716 acres of former MOD land, for 6,500 homes, 3 primary schools, 1 secondary school and all associated infrastructure. It was the largest planning consent to be granted in England in 2019 and demonstrably a Super Strategic Site.

The Waterbeach consent illustrates:

- A successful public private partnership between Defence Infrastructure Organisation (DIO) and Urban&Civic (which has already provided a strong public sector return with Urban&Civic having now acquired 100% of the site post consent and implementation);
- The benefits of extensive stakeholder engagement;
- How it was possible to promote an outline application across a significant part of a wider allocation within South Cambridgeshire District Council's emerging local plan process; and
- How twin tracking of the outline application supported policy formulation and accelerated delivery.

A consent three miles north of Cambridge and in a heavily congested transport corridor was never going to be straightforward. As such, the Outline Consent needed to:

February 2019. Only at that point could the outline application be determined, in September 2019. The first detailed application for homes was then approved in July 2021.

- Establish a highly flexible tiered structure which was able to immediately deliver on one of the major allocations of the spatial strategy but which could also respond to the challenges and opportunities over the next 15 to 20 years of delivery.
- Enable wider delivery via clear protocols on how it would integrate with a slower moving outline application being brought forward by the neighbouring landowner, over the remainder of the allocation.
- Address accommodation needs of local businesses through the inclusion of apartments and a proportion of private rental, alongside family homes of all sizes and tenures.
- Ensure the prioritisation and early delivery of sustainable transport connections in the form of 40km of new and improved cycle routes both within the development and to the north of the city centre connecting to employment and transport hubs.
- Commit to proactive travel management which limited the use of the private car through design and the operation of phase 'trip caps' to incentivise modal shift measures.
- Commit to delivering 45% green space as part of the new community with a clear biodiversity net gain (ahead of any requirement to do so).

The appendices to this paper include the following and voluminous Waterbeach specific documents. These are cross referenced throughout the remainder of Section 2 to provide illustrations and examples of actual drafting which has been accepted and is in operation today:

1) The parameter plan[13],
2) The outline planning consent[14],
3) The s.106 agreement[15],

I am just glad that the JPLC no longer hand out printed copies of these papers and their appendices. PDFs are far more sustainable.

2C) The anatomy of a flexible consent:

As discussed previously, our primary focus with flexibility stemmed from a desire to create a framework within the outline that would enable a Super Strategic Site to be delivered in a responsive and inclusive way, over the lifetime of the consent, with transparency and safeguards that remained rooted within the development control process.

To this end, **we set ourselves the ambition of seeking to agree and fix at the Outline only those things that needed to be agreed and fixed for the purpose of assessment and determination**. This key mindset shift, back to the original function of an outline, is quite liberating and challenges those established beliefs that have become ingrained as planning norms and now seem never to be questioned. One such belief was that an outline consent needed to include a predefined phasing plan.

[13] Appendix 3
[14] Appendix 4
[15] Appendix 5

Technically, the reason most outline consents are highly constrained around phasing, mitigations and viability is that the jump from outline approval to an RMA is a significant leap. It is not surprising that stakeholders want to see fixes and guardrails in these "outright Outlines" which means that they can effectively determine RMAs as and when they come forward. Defensive legal advice and a lack of delivery focused decision maker confidence no doubt compound the situation. The problem is that, whilst these fixes "might" work for the first 5 and maybe 10 years of development under the outline, they are ambitious prophecy when it comes to development after that. But hey … that's a delivery problem, right?

Wrong. Firstly, the consent must be based on a scope of assessment and incorporate the principles and parameters to navigate such long dated delivery. Secondly, it must provide decision makers with the certainty that there will be a hard coded process that will enable them to receive and agree on an increasing level of detail, to sit above a reserved matters level, as the site comes forward over time.

2D) The Three-Tier Skeleton – Providing Structure:

Our solution (and it is fully accepted that the elements of this had been done before) was to enshrine a **three-tier** concept which interposed and formalised what we call a Key Phase (Tier Two) between the Outline (Tier One) and the RMAs (Tier Three).

> **Tier One: Outline Consent -** This is brought forward by the Master Developer. At this stage we are seeking to establish a flexible spatial designation with key parameters/principles as well as the mechanics for future decisions on key phases (Tier Two) and RMAs (Tier Three) via planning conditions and obligations. We are not seeking to nail down the detail but carry out an assessment of sufficient scope that we can then set a framework within which to work collaboratively with stakeholders going forward. The ideal is a high level and singular parameter plan with a descriptive set of development specifications and no set phasing plan beyond the first phase. This combination creates some spatial parameters and critical development principles which address Environmental Impact Assessment mitigations rather than detailed specifics. It also allows us to provide a framework for requirements such as proximity, connections etc, which can be worked through in detail at the Key Phase stage. To borrow a phrase from Julia Foster of DLA – "pictures do speak a thousand words, but words have no boundaries" and with large sites, arbitrary lines on plans in year one can become unnecessary constraints when you start to explore the detail.
>
> **Tier Two: Key Phase -** Once again, this is brought forward by a Master Developer. A Key Phase extends over part of the site, the delivery of which is reasonably foreseeable. This ranges between c. 1000 homes (or 5 years supply) and c.2000 homes (or 10 years supply). Whereas an outline planning permission (Tier 1) and an RMA (Tier 3) have a "legal status", a Key Phase is simply the creature of discharge of bespoke planning conditions and is not a "thing" in the same way (which has an impact for CIL and BNG amongst other things). Key Phases can be brought forward to respond to development/funding opportunities that exist and there is no set sequence. The two key rules are: i) the LPA has to agree on the scope of the key phase and ii) development can't be brought forward without a Key Phase having been approved (unless specially agreed by the LPA as an exception i.e. to allow key enabling or infrastructure to be delivered). Reviews and consultation are undertaken per key phase based around transport, viability and affordable housing but this can be expanded to include biodiversity net gain, education provision etc. Each Key Phase has its own Design Code and regulatory plan (among other documents as part of a "Key Phase

Framework" condition discharge). It is important to remember that the outcomes for each Key Phase may be different whilst respecting the principles and parameters set by Tier One.

Tier Three: Reserved Matters Application - These will be brought forward by a number of parties. The Master Developer will seek approval for the green, grey and community infrastructure, County Councils may seek approval for the schools and housebuilders will apply for the detailed design of the homes. All applications will be governed by both the framework established under Tier One and the detailed requirements of Tier Two, including the Design Code.

This three-tier framework effectively operationalises adaptive planning principles within the existing UK planning legal framework via an interplay of conditions and obligations. It demonstrates that flexibility is achievable even without a radical legislative overhaul, provided there is a collaborative mindset and sufficient scope has been given to the assessments.

Our experience is that, once explained, the checks and balances give LPAs greater confidence in dealing with scale as they will be more involved over the lifetime of the consent and have greater influence over the evolution of the site than would be the case with an outright Outline.

The innovation lies not in new legal instruments, but in consistently structuring and applying existing tools to create a dynamic, iterative process. This, in turn, is then understood by and incorporated into the contracts with our housebuilding customers further aiding delivery.

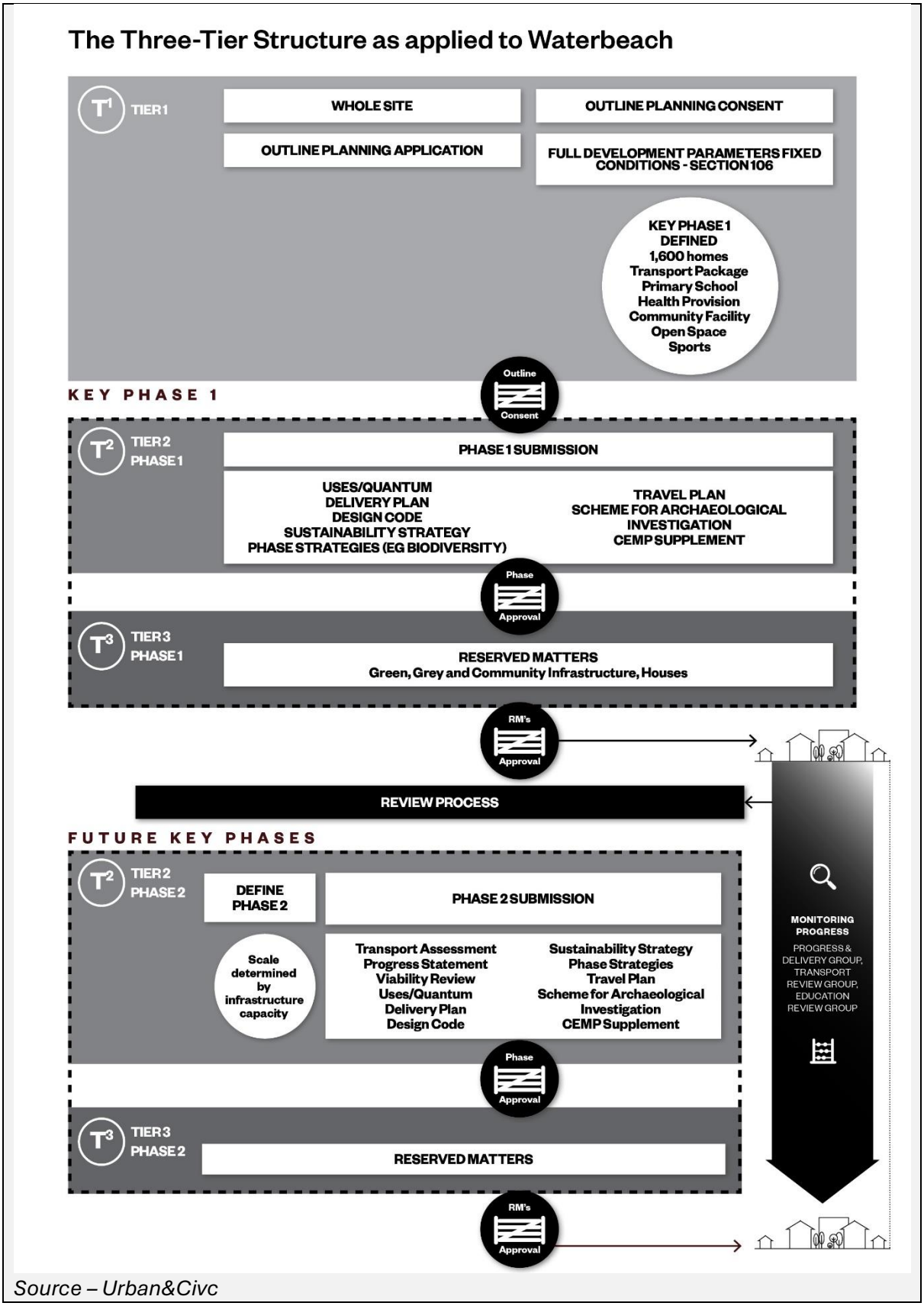
Snapshot 4 – Application of the Tiers to Waterbeach.

For Waterbeach this three-tiered structure is illustrated by Figure 1 below[16].

The operative mechanics for the tiered structure are set out within the conditions of Outline Planning consent[17]. Condition 1 sets out the requirements for the various further documents to be submitted such as Key Phase Design Codes, Housing Delivery Statements and Ecological Management Plans. It is worth noting that the first Key Phase was pre-defined hence the differential in Conditions 10 (Key Phase 1) and 11 (Future Key Phases). The requirement to define the future key phase for the LPA, alongside Key Phase information, only appears in Condition 11. The ability, by exception, to bring forward RMAs outside of a Key Phase is set out by Condition 14 and the information requirements for all RMAs is defined by Condition 15.

The s.106 agreement then adopts the three-tier mechanism for the overlay of delivery requirements such as highways, education and affordable housing.
Figure 1.

[16] Also included at Appendix 2
[17] Appendix 4



Source – Urban&Civc

2E) Putting Flesh on the Bones - Flexible Delivery Focused Mechanics:

To make this tiered approach work effectively for both the Master Developer and the LPA there are a number of key mechanisms which need to be agreed upon and then incorporated into the delivery focused framework of the Outline Consent.

These mechanisms are not revolutionary but collectively seek to reflect a balance between adaptive certainty and long-term flexibility for all stakeholders. They also integrate with the Master Developer business model to undertake site wide infrastructure and dispose of serviced parcels to housebuilder customers.

Once again, all but one of these mechanisms are illustrated with reference to the Waterbeach Outline Consent, Parameter Plan and S.106 Agreement.

- **The Parameter Plan:** We have all seen parameter plans attached to outline applications which extend far beyond parameters for development. If that happens, then the flexibility incorporated via the tiered approach is materially reduced or indeed nullified. A good example is the footprint of a school or the district centre. Our approach is to show community infrastructure like schools and local/district centres as icons rather than defined areas. That way, when you come to evolve the detailed design, you can reorientate and move a school within an area without having to justify a departure from an outline fix (or indeed seek to amend that parameter fix to remain consistent).

  The parameter plan for Waterbeach[18] is a good example of this use of icon flexibility for a range of elements, including the schools and district centre. Whilst heights are more prescriptive in terms of location, flexibility is also provided for routes through the sites, entry points into neighbouring land, formal open space provision and the boundaries of open space.

- **Stakeholder and Community Engagement:** It is crucial to invest time and resources into engagement throughout the delivery of the site. The tiered planning approach explicitly leaves scope for meaningful participation in scheme design over time, ensuring that stakeholders feel they can influence what is built beyond just the initial stage. Engagement must be integrated across various teams (planning, education, health, etc.) to facilitate meaningful discussion. Key Phase and RMAs will be determined by planning officers with the benefit of that actual real time engagement and feedback, which is better than simply future gazing or pattern book setting at the outset.

  Flexibility in the eventual requirements for community buildings is well demonstrated at Waterbeach where the obligation is to deliver four community buildings by future trigger points, but without knowing from day one exactly what each community building will actually be. This is refined at the RMA stage and subject to "Community Building Outline Parameters"[19].

- **Delivery Hurdles:** A delivery focused flexible consent should be proactive around the practicalities of delivery, such as site investigations/enabling works/advance works, in

[18] Appendix 3

[19] Appendix 5 - S. 106 Agreement - See Obligation 40 in Part 1 of Schedule 5 of the s.106 Agreement which is a simple obligation to "Provide" each Community Building by the relevant trigger event in accordance with the "Community Building/Sports Pavilion Protocol". "Provide" is then defined in Annex A and refers to the "Community Building Specification", which means the specification for the relevant building as approved at RMA stage in accordance with the Community Building Outline Parameters as set out in Part 4 of Annex D.

terms of getting going quickly and reducing unnecessary hurdles. To this end, it is important to discuss and agree with the LPA the permissive mechanics within a consent as well as the gateways for approval.

At Waterbeach, for example, we agreed a wide and pragmatic definition of enabling works[20] so that these workstreams could proceed within the pre-agreed Key Phase 1 and in a number of other identified situations.

- **Transport Mechanics:** Transport solutions and in particular highway interventions, are a real challenge for any consent but particularly one that is to be delivered over many years. Not only will the site be changing but so will the highway network around it based on the type and trends in movements as well as technology in use. Many large-scale consents still seek to agree specific interventions across the lifetime of a scheme and index contributions to ensure that they can be delivered. Equally, other large schemes will struggle to be consented because of the uncertainties around future interventions. Monitor and manage, by contrast, is a mechanism (which is now known by a number of names and aligns well with the vision led approach to transport in para 109 of the NPPF) that is incorporated within and at the end of each key phase allowing for the agreed allocation of monies to address actual and real time assessed impacts as the scheme progresses. It therefore doesn't lock in solutions for future years or need certainty on the evolution of the highway landscape. We first used this at Alconbury in 2014 so that the Transport Assessment for each Key Phase could mitigate risk and ensure that the development responded appropriately given the uncertainty of whether strategic works would be carried out to the A14.

  For Waterbeach, we were able to fix the interventions for Key Phase 1[21] beyond which a bespoke mechanism was agreed. This included the introduction of ANPR cameras to actively monitor AM/PM peak traffic flows against baseline vehicle trip budgets[22] to assess the success or otherwise of existing interventions when considering future options. Payments for strategic measures are made to the Highway Authority at regular intervals with the ability to call for transport enhancement measures[23] and/or additional transport measures for future Key Phases.

- **Review Groups:** To review and discuss the various areas where flexibility is in play, we have established review groups within the s.106 agreement to consider matters phase by phase. These groups involve a range of key stakeholders that are relevant to the specific topic and provide a constructive forum to consider the data as well as the solutions to be brought forward. They are a bit like a topic specific delivery unit with clearly defined roles, scope and attendance. As such, this ongoing, cross stakeholder element, can be fundamental in the evolution and delivery of the scheme by keeping all parties focused and informed.

  There is often a shared common interest in infrastructure being provided at the right time with the need to discuss and agree this as the development progresses. Infrastructure provided too early has obvious cost implications for the development but is also problematic for a public authority which has to operate facilities and where the

[20] Appendix 4 - Outline Consent - Condition 5
[21] Appendix 5 - S.106 - Parts 1 and 3 of Annex E.
[22] Appendix 5 - S.106 – Part 6 of Annex E
[23] Appendix 5 - S.106 – Part 4 of Annex E

funding for which is often tied to demand. Equally, a development is less attractive to prospective residents if it lacks infrastructure and authorities do not want to overload existing services. These review groups therefore allow the parties to seek practical solutions as well as access support from Government/Homes England as and when funding becomes available.

At Waterbeach, we have three different review groups which bring representatives from U&C, South Cambridgeshire District Council, Cambridgeshire County Council and the adjacent landowner (WDC) together to consider wider site issues and practicalities. The three groups are the Progress and Delivery Group[24], the Transport and Strategy Review Group[25] and the Education Review Group[26].

- **Self Delivery of Infrastructure:** Large scale sites require significant placemaking infrastructure as they are not resting upon existing facilities. Indeed, the bigger the site the more land value capture is already taking place through these requirements. This uplifted infrastructure cost is also reflected in the fact that many CIL regimes are zero rated for such sites. These schools, community buildings, green spaces and key transport connections are more than just a financial obligation to be discharged. Historically there was a strong presumption that the public sector was best placed to physically deliver public infrastructure. Consequently, s.106 contributions were directed to those public bodies with "softly" worded delivery obligations. Since the global financial crisis and commensurate belt tightening, there has been both a loss of appetite and expertise within public bodies to design, commission and ultimately deliver public infrastructure on time and on budget. For a large-scale site, this is a problem as the same infrastructure is a vital component of placemaking and its timely delivery is crucial to achieving predicted absorption rates and therefore project returns. Where specifications can be agreed and actual costs reflected through viability reviews, the private sector is often better placed to accept and manage that delivery risk. Consequently, we have been including self-delivery option clauses within our s.106 agreements wherever we have been allowed to do so. In the case of Houlton near Rugby, this has allowed us to convert a Grade II listed building into a multi award winning secondary school, providing a long term second life for that building[27].

  At Waterbeach, whilst the presumption is that the Master Developer will carry out the highway works, there is no equivalent for the schools and school delivery has been slower and more challenging as a result. I have therefore included an excerpt from the Houlton s.106 agreement to illustrate the School Delivery Notice approach and the different elements that need to be agreed when taking on school delivery[28].

- **Biodiversity Net Gain:** BNG represents a relatively recent addition to the environmental requirements of planning consents. As part of our sustainability commitments, we have been measuring the BNG on our sites since 2017, initially via the Coventry and Warwickshire metric and now the standardised DEFRA metric. Our clear conclusion is

[24] Appendix 5 - S.106 - Part 1 of Annex 1
[25] Appendix 5 - S.106 – Part 2 of Annex 1
[26] Appendix 5 - S.106 – Part 3 of Annex 1
[27] https://www.architecture.com/awards-and-competitions-landing-page/awards/RIBA-Reinvention-Award/RIBA-Reinvention-Award-2023
[28] Appendix 6 – Excerpt from Houlton S.106 Agreement

that large sites, given the benefit of scale, can accommodate both the required 10% on-site and seek to go further via maximising the opportunities for BNG within green infrastructure generally. The three tier planning structure provides the ideal means of monitoring the delivery of BNG across the site with the ability to review progress at each key phase and with reserved matters then delivering the detail. Even though the key phases are not pre-determined, the key phase BNG assessment can be measured against an overall BNG assessment.

This phase-by-phase mechanism is exactly what was incorporated into the Waterbeach outline consent in discussion with South Cambridgeshire District Council, even though it predates the formal requirement for BNG under the Act. The Key Phase conditions[29] stipulate that an Ecological Management Plan[30] is provided for each Key Phase submission which includes a revised Biodiversity Impact Assessment calculation to demonstrate cumulative net gain in biodiversity across the Key Phase and that the development remains on target to achieve overall net gain on completion. This is further supported by the requirement for Key Phase Design Codes[31] to include design features which support biodiversity and ecological enhancements aligned with that Key Phase Ecological Management Plan.

- **Viability Review:** Large scale sites have high upfront costs given that they are establishing a new place rather than blending into an existing one. Equally, the risks associated with taking a large site through the planning system and delivering significant infrastructure requires a suitable return. Affordable housing has become a balancing factor in this equation. The challenges associated with large site viability should not be understated[32] but our approach with an initial viability assessment, which is used to establish a minimum level of affordable, is to allow for a sensible landowner, master developer and housebuilder return. It is important that this base level return is achievable from current values and cost rates, reflects a realistic delivery programme, and caters for the risks and uncertainties associated with bringing forward a large-scale strategic housing development. This is another example where scaling up the approach of a 250 home consent, as we've seen a number of LPA viability assessments seek to do, is ineffective for large scale schemes. A profit margin expressed as a percentage of GDV, as prescribed in the NPPF, can be the primary measure of return but only on the basis that an adequate finance rate is applied against the land and the other development capital to cover the upfront expenditure and long dated receipts that are associated with bringing forward a strategic development. Given the scale and timeframes associated with strategic land development it is important that the pre-finance Internal Rate of Return (IRR) is sense checked alongside the post finance profit margin of GDV to ensure a viable investment return. Crucially, the forecasting/best guessing, implicit in this forward look, should be conservative in establishing the minimum affordable level in order to achieve a deliverable consent. Once in delivery, key phase by key phase open book viability assessments, reflecting actual costs, values and programme, are available to establish the provision of additional affordable up to the policy level where the project return exceeds a hurdle rate. We seek to establish a

[29] Appendix 4 - Outline Consent – Conditions 10(n) (First Key Phase) and 11(q) (Further Key Phases)
[30] Appendix 4 - Outline Consent – Condition 1 – Ecological Management Plan definition
[31] Appendix 4 - Outline Consent – Condition 1 – Key Phase Design Code definition – (s)
[32] Fine Margins – Viability assessments in planning and plan making. Litchfields Insight – August 2021

hurdle rate at a level that creates real alignment, incentivisation and a sense of shared endeavour. In our view, an IRR based hurdle rate remains the most appropriate because it is the best measure for factoring both the quantum and timing of the net project cashflows.

At Waterbeach, this is addressed at Annex C of the s.106 under the heading Review Process and provides an ongoing approach to open book viability, triggers, returns and the use of excess funds.

- **Design Codes:** Detailed and prescriptive codes and standards are not appropriate at the outset of large-scale schemes but they are crucial for a Key Phase. This is where the tension in the system between architectural certainty from the outset and having the flexibility to respond to changing standards, technologies and tastes is most evident. An over prescriptive code at any stage will have a knock-on impact on the number of housebuilders who can or indeed want to deliver to it. This will ultimately impact on absorption rates. In our experience, codes should be used to push the design quality and consistency to the highest standard within existing housebuilder parameters and national requirements rather than radically alter design requirements on a local basis. They should also drive high standards for the green, grey and community infrastructure to establish strong and dynamic place making. Given we contract with our housebuilding customers to deliver in accordance with the design codes and then review and sign-off RMA's prior to their submission they need to be both commercial and clear.

  At Waterbeach, the design code for the Key Phase 1 sought to push higher density living, more akin to central Cambridge, out to Waterbeach. This has resulted in a narrower range of housebuilder demand and therefore lower delivery than anticipated. As a good example of the internal feedback loop, this learning has been discussed with the LPA and future Key Phases will refine their approach to strike a better balance which will increase the pace of delivery.

- **Consistency and partitioning of liability:** As discussed, sometimes the difficult thing to get across during the planning process is that, as for any business, the master developer is seeking to create a product. That product is serviced land parcels and its customers are mainly housebuilders and housing providers. As a Master Developer of multiple large scale sites we are working with the same housebuilders across multiple sites. If we end up with massively different conditions and obligations between sites we need to take time explaining those differences to each housebuilder on each site. We therefore seek to achieve consistency wherever possible. Equally, where a housebuilder purchases a parcel for 150 homes, whilst they have responsibility for any infrastructure (such as a pocket park) on that parcel, they have no ability to deliver any wider infrastructure on the rest of the site. Leaving that housebuilder on the hook for that site wide responsibility is illogical and only results in slower disposals and the unnecessary negotiation of indemnifications. By way of example, the Waterbeach s106 agreement contains in the region of £100m of liability for s106 contributions towards school delivery alone. That same housebuilder purchaser for 150 homes would be naturally wary of taking joint and several liability with others for payment of those contributions. Our preferred approach has been to draft the s.106 agreement to include specific releases for the housebuilding parcel at the outset of its implementation. We therefore

adopt a radical tabular structure which, once you get your head round it, is much cleaner and easier to monitor.

At Waterbeach, the operative mechanics for these tables is in clause 4 of the s.106 Agreement[33] and for the school payments example given above, this is illustrated by looking at Obligation 12 in Part 1 of Schedule 2 whilst the School Payments Programme which lists all the various payments is in Part 4 of Annex B.

- **Ongoing funding and appropriate resourcing:** In addition to the planning fee for the consideration and determination of the consent these more flexible ongoing consents include further resourcing. To this end, it is recognised that an appropriate and proportionate fee for reviews and ongoing monitoring needs to be included but that the quid pro quo of this is that the mechanics within both the LPA and County Council also need to be appropriately resourced. On going Planning Performance Agreements (PPAs) provide a flexible and tailored mechanism to ensure that funding and resource is available to process and determine the tiers and also the RMAs that come forward.

  Waterbeach incorporates a defined monitoring contribution, for the purpose of monitoring the performance of obligations within the s.106 agreement[34], of £7,500/year for 20 years as well as establishing clear responsibilities for the collection of monitoring data[35]. In addition, a PPA has been entered into with both the LPA and the County Council to ensure that officer time spent on the scheme is funded by the Master Developer. The funding through the PPA covers: planning advice from the case officer, input from 'technical experts' across the LPA and County Council, time spent by the County Council for the consideration and approval of technical highways details (mainly S278 and S38 applications) and external advice for Councils (such as a Design Review process or viability consultant at the point a Key Phase viability review).

What I hope comes across from this approach and Waterbeach in particular, is that the mindset shift from prophetic to flexible for Super Strategic Sites simply achieves better, more aligned and delivery focused outcomes. Not wishing to labour the point but knowing how much policy makers love a good table:

Snapshot 5 - "Prophetic" vs "Flexible" Outcomes		
	"Prophetic" Consent Outcome	**"Flexible" Consent Outcome**
Approval Process	Delays due to endless debate on scenarios the desire to nail future detail	Accelerated approvals through frameworks and principles keeping things high level
Viability	Unviable consents due to fixed costs and values often accepted from battle weariness	Viable consents maintained through adaptive reviews based on large site economics

[33] Appendix 5 - S.106 - Specifically clauses 4.2 to 4.6
[34] Appendix 5 - S.106 – Annex H - Monitoring Scheme
[35] Appendix 5 - S.106 – Clause 20

Trust	Breakdown in trust due to broken promises and revisions	Builds trust through honest conversations and ongoing engagement/decision making
Amendments	Multiple, costly, time-consuming amendments to consents and S.106 to make things work which creates an impenetrable amalgamation for the purpose of delivery tracking.	Reduces the need for amendments; enables adaptation and acceleration within the original framework which in turn creates greater understanding
Infrastructure Delivery	Suboptimal or no longer required infrastructure delivered without the scope for ongoing engagement	S.106 funding directed where needed through review and agreement. Option for timely, private sector-led delivery
Stakeholder Engagement	Limited meaningful engagement beyond initial consent which is then sets tone for long term delivery	Ongoing, meaningful engagement with real-time phase by phase feedback from stakeholders who live there
Adaptability to Change	Inability to respond to economic, political, technological, environmental shifts	Decision makers afforded the opportunity to respond to changes as well as learning from and evolving phase-by-phase
Deliverability	Where there is delivery stalemate this often results in unplanned 5-year housing land supply applications	Ongoing delivery through economic cycles with a shared endeavour to maximise absorption rates and respond to new funding initiatives

Properly flexible consents, with their iterative reviews and phased approvals, provide ongoing "adaptive certainty" for decision makers on Super Strategic Sites. They also keep stakeholders involved in the process of delivery through agreed mechanics within the consent. This is important as there can be a tendency to think, that once a site is allocated or consent is granted, delivery is the developer's problem who just needs to be watched like a hawk for bad behaviour. Equally, there is a lack of alignment between stakeholders, with Local Authorities needing the housing and most of the payments for infrastructure going to the County Council, which creates significant inefficiency and delay.

With Super Strategic Sites, everyone has skin in the game when it comes to delivery because of scale. These three-tier consents, with their iterative detail and ability to respond to actual challenges rather than historic concerns, provide the mechanics for that ongoing alignment. How those mechanics are used, however, still relies on the people involved and their ability to understand the consent before them. To this end, building in flexibility also avoids extensive and incomprehensible revisions to consents and section 106 agreements, the remnants of which very few people understand operationally.

Section 3 - Super Strategic in a classification of its own:

So why is this not the case for all Super Strategic Sites? Well, in this, I find myself in agreement with the National Federation of Builders[36] in their response to the Planning Reform Working Paper "Reforming Site Thresholds"[37], that "Size Matters"[38]. It's just that, whilst they are focused on establishing 5 classifications under the 250 unit strategic threshold, I am suggesting that we create a "Super Strategic" classification for sites over 2000 units.

Classifications at both ends of the spectrum are logical and would assist the Government in seeking to add certainty to the planning system, including streamlined submission requirements, acceptable development typologies, and standard (and proportionate) obligations for smaller sites. As you move up the size (and duration of development) scale the need for flexibility grows and this meets its ultimate expression in 'Super Strategic' sites beyond the 2,000 home threshold.

Although this paper has shown that the planning system is already capable of accommodating flexibility for scale, the challenge is often that we need to weave it through policy which has been written on a one strategic size fits all basis. For example, a phase is not a consistently defined term and often has differing meanings[39] which leads to unnecessary confusion, work arounds and delay.

A "Super Strategic" classification for sites over 2,000 homes, delivered over 10 years or more and which have significant on site green, grey and community infrastructure would have several benefits right across the planning landscape. Crucially it would ensure policy and decision makers at both local and national levels must address the application of their ambitions or their analysis to the specific characteristics of a Super Strategic Site[40]. In the context of "new" New Towns, it could be that the designations which emerge are either a single Super Strategic Site or

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[36] The National Federation of Builders have just proposed 5 different definitions of residential development for sites under 250 units - https://builders.org.uk/size-matters-in-planning/ - but anything over 250 is classed as strategic.

[37] https://www.gov.uk/government/publications/planning-reform-working-paper-reforming-site-thresholds/planning-reform-working-paper-reforming-site-thresholds

[38] Richard Beresford, Chief Executive of the NFB, "In order to build 1.5 million new homes and save our SME builders, we need a planning system that is fir for purpose, priorities placemaking, and enables builders of all sizes. Our proposal for five different site sizes based on development impact would end the problematic two site size approach and aligns with what is already going on in local planning, while ensuring the Government's planning reforms can deliver growth and good planning outcomes."

[39] For example, the CIL Regulations allow for phased payments of CIL, with each "phase" of a "phased planning permission" being its own chargeable development. We take the approach of explicitly defining RMAs as being "phases" for these purposes within our consents, rather than Key Phases. Contrast this, however, with the emerging approach for delivering BNG under the Environment Act in the context of multi-phased consents. In this case, we favour the identification of a Key Phase (i.e. our Tier 2) as a "phase" for BNG purposes, rather than individual RMAs. CIL is clearer than BNG on this, for the time being, but current legislation and guidance on BNG does not explicitly accommodate our preferred approach, and it would be helpful if it did.

[40] Whether it be the recent Planning Reform Working Paper on Speeding up Build Out which doesn't reference Master Developer - https://www.gov.uk/government/publications/planning-reform-working-paper-speeding-up-build-out/planning-reform-working-paper-speeding-up-build-out or the recently announced National Audit Office investigation on Unlocking Land for Housing - https://www.nao.org.uk/work-in-progress/unlocking-land-for-housing/

a series of Super Strategic Sites. The benefit of the delivery focused approach in this paper is of broad application to Master Developers and Development Corporations alike.

No longer should the scaled-up logic of a 250 unit site prevail for viability and delivery controls. Large sites are more expensive and complex to deliver with fewer organisations prepared or indeed structured to take on that risk. Yet, they are more politically acceptable exactly because they incorporate significant infrastructure requirements alongside the housing delivery and are capable of being accelerated via wider Government funding interventions across a range of tenures. By having a policy classification of Super Strategic Sites it allows local plans and government policy to differentiate without setting uncomfortable precedents at a smaller scale. A good example of this would be design codes. There is no logic at all for a Local Authority having to develop a design code for a Super Strategic Site at the policy stage or even when it comes to an outline application. Key principles are all that's required if we are to avoid consultant led prescription, legacy pattern books, delay and wasted cost. As can be seen from this paper, such an approach does not prevent detailed design codes coming forward when they are both required and helpful, informed via ongoing engagement and community consultation. A Super Strategic classification would mean that both Government and Local Authorities could accept principles for large scale sites whilst still requiring earlier and more certain detailed design for smaller sites.

Equally, the Master Developers of super strategic sites should actively embrace the three-tier approach to ensure LPAs do not fear the sudden arrival of an unexpected and out of context RMAs. This could be codified via the creation of a Super Strategic National Development Management Policy. Such a policy would enshrine the three tiers and flexible principles described, providing a consistency of approach whilst allowing detailed mechanics to be agreed locally. If Government couldn't be persuaded to go this far, however, a greater recognition in the National Planning Policy Framework and other policy documents[41] for Super Strategic Sites and the flexibility needed to ensure their delivery would also be helpful. As indeed would the collection of Super Strategic national statistics to identify trends and monitor performance.

This Super Strategic classification would also align with the direction of travel under the Levelling Up and Regeneration Act 2023 (LURA) which introduces Environmental Outcomes Reports (EORs) to replace the existing, compliance-based, Environmental Impact Assessments (EIAs), Strategic Environmental Assessments (SEAs), and Sustainability Appraisals (SAs). The intention behind EORs is to move from a process that simply assesses potential environmental effects to one that proactively measures a development's contribution to pre-defined, high-level environmental goals set by the government. This fundamental shift in environmental policy aligns with the concept that flexibility is better than prophecy and the tiered approach would work extremely well for the purposes of the EOR in practice.

[41] PPG's that would benefit from addressing this classification include: Flexible Options for Planning Permissions - https://www.gov.uk/guidance/flexible-options-for-planning-permissions;
HELAA - https://www.gov.uk/guidance/housing-and-economic-land-availability-assessment;
Plan Making - https://www.gov.uk/guidance/plan-making;
Planning Obligations - https://www.gov.uk/guidance/planning-obligations;
Use of Planning Conditions - https://www.gov.uk/guidance/use-of-planning-conditions

Section 4 - To planning with love:

Writing this paper has been a bit like writing a love letter to the English planning system. I have spent my career captivated by its capability to adapt to different requirements and situations. I have found myself excusing its failings but saying "it's not you … its us" and now I find myself asking for recognition and validation through classification of Super Strategic sites because I think it will strengthen our relationship further.

The less prosaic positioning is that "flexibility is better than prophecy" has proven to be a cornerstone for the successful delivery of Urban&Civic's large-scale residential-led developments. Over the past 15 years, the adoption of a flexible approach has facilitated the creation of thriving new communities, even amidst the ever-changing economic, political, and technological landscapes. By prioritising adaptive frameworks and iterative reviews, we have been able to build trust, ensure viability, and maintain a focus on quality and place-making. There are challenges ahead but these will only block development where flexibility is qualified and there is a lack of understanding and alignment between stakeholders.

Waterbeach exemplifies how a flexible consent structure can be effectively implemented and I commend a cold towel reading of the consent and s.106 to you at your leisure. Equally, Waterbeach is working through a few issues within the structure of the outline consent demonstrating the benefits, amongst other things, of ongoing stakeholder engagement, adaptive transport solutions, and an early commitment to biodiversity net gain.

As we look to the future, it is imperative that policy makers recognise the unique characteristics and opportunities presented by Super Strategic Sites, especially with the ambition of New Towns on the horizon. By embracing a flexible, tiered planning structure, the planning system is not only capable of accommodating large-scale developments through planning but also one that actively supports their successful and ongoing delivery. This mindset shift from prophetic to flexible large-scale consents will continue to be crucial in achieving ambitious housing targets and creating vibrant, resilient communities whether or not Super Strategic Sites are separately classified.

More fundamental still, however, will be the way in which we collectively engage with the system as a whole. I don't believe that Urban&Civic is uniquely qualified to operate this flexible approach for Super Strategic Sites but I do believe we have been successful because we have a deep and practical understanding of large-scale delivery and have prioritised innovative structures which seek alignment and ongoing engagement with stakeholders over the long term.

Equally, decision makers should encourage (or at the very least be able to clear a path for) these characteristics when seen in others, especially at a time when we need to achieve more large site delivery, not only for the housing but also the wider green, grey and community infrastructure that comes with it. The learnings, set out above, are based on fifteen years of getting stuck in and being singularly focused on making Super Strategic Sites work as a private equity backed start up, a public limited company and now the wholly owned subsidiary of a global charity's investment portfolio. Fifteen years ago, this was all a vision, whereas today, seeing is believing.

Planning should always involve a balance of considerations and our system, when treated properly, does allow for pragmatism and flexibility in an ever-changing world. Long may it continue to do so but let us not just celebrate planning for planning's sake. What we really need to do is rejoice in the timely, high quality and viable delivery of Super Strategic Sites and do

everything we can to help make them happen. In that, we all have a role to play but a Super Strategic Sites classification would be very helpful, if only to focus minds on the unique challenges and opportunities that such sites possess.

“Flexibility is better than Prophecy”
(for consents underpinning Super Strategic Sites)
James Scott

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