

## NEGOTIATED STOPPING POLICY AND AGREEMENT

### BASINGSTOKE AND DEANE BOROUGH COUNCIL

1. This Policy has been developed to ensure that the nomadic way of life of gypsies and travellers can be facilitated with the Borough with a High Court injunction in place prohibiting persons unknown from entering and occupying onto defined land within the Borough as set out below.
  
2. *Until and including 3 April 2025, the 116<sup>th</sup> Defendant, Persons Unknown are **forbidden** from:*
  - a. *Entering and or occupying any part of the Land (as defined below) for residential purposes (temporary or otherwise) including the occupation of caravans mobile homes, storage of vehicles, caravans and residential paraphernalia, save for where the Land is occupied in accordance with a lawful planning permission from the Local Planning Authority, or the Secretary of State, or Written Permission from the Local Planning Authority (as defined below) or in accordance with statutory permitted development rights.*
  
  - b. *Setting-up an encampment on any part of the Land (as defined below) unless authorised to do so by the owner of the Land and provided the encampment does not breach planning control, save for where the encampment is authorised by Written Permission from the Local Planning Authority (as defined below).*

*c. Setting-up an encampment on any part of the Land (as defined below) without Written Permission from the Local Planning Authority (as defined below), or planning permission granted by the Secretary of State or in accordance with statutory permitted development rights.*

*d. Bringing on to any part of the Land (as defined below) or stationing on any part of the Land any caravans/mobile homes other than when driving through the highways on the Land or in compliance with the parking orders regulating the use of car parks or with the express permission from the owner of the Land, save for where the Land is occupied in accordance with a lawful planning permission from the Local Planning Authority, or the Secretary of State, or Written Permission from the Local Planning Authority (as defined below) or in accordance with statutory permitted development rights.*

*e. Depositing or causing to be deposited, Controlled Waste (as defined below) in or on any part of the Land (as defined below) unless a waste management licence or environmental permit is in force and the deposit is in accordance with the licence or permit.*

The injunction has been obtained as a proportionate response to a number of 'unauthorised encampments' which have occurred within the borough.

3. The Council acknowledges that:

a. The injunction will have an impact on the Gypsy and Traveller community.

- b. That the Human Rights Act 1998 and the Equality Act 2010 recognises and protects individuals with those protected characteristics, and there are consequent obligations on the Council because of this protection.
  - c. That anti-social behaviour is in no way representative of the Gypsy and Traveller community generally, and, to the extent that those individuals who engage in this activity identify as Gypsy or Traveller, that they are a small and non-representative minority within those groups.
  - d. That the Council has an obligation to check the welfare of travellers stopping in the Borough.
  - e. The Council must always take into account the best interests of children, which is a primary consideration.
4. In light of the above, the Council recognises the need to find an appropriate and balanced and proportionate response to anti-social behaviour, to minimise the impact on the settled community and private and Council owned land caused by unauthorised encampments whilst at the same time ensuring it protects the rights of the gypsy and traveller community in accordance with the Equality Act 2010 and The Human Rights Act 1998.
5. The injunction is founded on the basis that it is only those encampments which are present without express permission of the landowner, written permission from the local planning authority and/or planning permission which are prevented. Written permission from the local planning authority includes written permission granted pursuant to a negotiated stopping policy. Therefore, there must, be a clearly communicated basis upon which that permission will be granted, so as to satisfy any

individual who wishes to set up an encampment for a period that they are doing so in such a way as to not amount to a contempt of court.

6. This policy represents the basis upon which a person or persons may seek written permission from the local planning authority, as set out in the injunction order, to 'set-up an encampment' within the Borough. The Council will only grant written permission as a landowner in respect of land which it owns. Therefore, if an individual or group of individuals wishes to use a piece of private land for the purposes of encamping for a period, they must obtain the prior permission of the landowner/ and if requested, provide evidence of this to the Council. If such permission is not obtained and evidenced, the encampment will be considered a breach of the injunction if it is on land protected by the injunction. Similarly, a person or persons must obtain the prior permission of the council prior to setting-up camp on land which is owned by Basingstoke and Deane Borough Council. The relevant details for making an application for negotiated stopping are on the Council's website.
  
7. If the individual or individuals have either the benefit of a planning permission from the Local Planning Authority or Secretary of State, or the benefit of Permitted Development rights, to encamp on the land, as defined in the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), then providing they have the consent of the landowner to remain on the land, then no further evidence other than consent from the landowner will be required
  
8. The Council will consider any application for negotiated stopping in line with the following considerations. The applicants will need to sign (or indicate their consent,

which will be recorded in writing by a Council officer) to the 'Negotiated Stopping Agreement' which can be found at Appendix 1 or on the council's website.

9. In determining an application, the Council will consider the following:
- a. Is the site suitable? The officer will assess whether the site is one which can reasonably accommodate an encampment, regard will be had to:
    - I. Whether the presence of vehicles will interrupt local amenities such as sports fields or car parking.
    - II. Whether there is free and easy access to the site, for example, to enable emergency services to attend if necessary, and for delivery and removal of portable toilets (if required);
    - III. Whether the site is sensitive, for example, in a wholly or mainly residential neighbourhood, near schools/ or care homes, or if it is a Site of Special Scientific Interest, or a nature reserve.
    - IV. Proximity to highways or other features which may present as a hazard to the proposed occupants of the encampment.
    - V. The size of the encampment as in the number and type of vehicles and the number of people.
  - b. The outcome of the welfare check. This is undertaken for all encampments that come into the borough. Have any steps necessary arising out of the welfare checks been considered and has the best interests of any children on the encampment been considered

- c. Do the vehicles have functional toilet facilities, if not the Council will need to direct persons to the nearest appropriate facilities and where appropriate portable toilets may be able to be provided by the Council for a reasonable fee.
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- 10. During the period of an encampment, Council officers will attend to ensure that there are no issues being either directed toward, or caused by, the encampment. The aim of the Council is to facilitate a harmonious balance between the rights and needs of the settled community and the Gypsy and Traveller community to assist community cohesion.
  - 11 The duration of the encampment must not exceed 14 days with an expectation that most applications would be for durations of 24-72 hours.
  - 12 The council will arrange for collection of domestic waste during the agreed period. No commercial waste must be deposited on site.

## Appendix 1: Negotiated Stopping Agreement

This application determines the basis upon which the Council is to provide 'Written permission' for the applicant to stop-up on the identified land to comply with the terms of the Injunction. Please complete each section. The Council will complete their section, and a copy of this agreement and the Negotiated Stopping Policy will then be retained by both parties if the application is approved based on the criteria set out above.

The applicant will provide to the Council, and the Council will provide to the applicant, a nominated point of contact so that any issues can be discussed and remedied. In the event that the applicant has any issues or concerns or is subject to any aggressive/violent or anti-social behaviour from others they should contact the Council and/or Police as soon as possible.

# Negotiated Stopping Agreement: Application Form

## Section 1 For the Applicant to Complete

Name of Applicant:

Date:

Location:

Nominated Point of Contact:

Telephone Number:

When will you arrive?

How long do you need to remain at this location?

How many people are you travelling with?

How many vehicles, including caravans, are you travelling with?'

Please list VRMS:

What is the reason for your stay?

Have you been shown a copy of the Negotiated Stopping Policy? Y/N

Have you been shown a copy of the unauthorised encampment injunction? Y/N

By staying at this location, we agree to the following:

I, and those I am travelling with/ will not:

1. Deposit waste at this location and will take away and lawfully dispose of all waste unless specific arrangements for domestic waste disposal are agreed with the Council.
2. Allow or cause any open fires or burning of material.
3. Use threatening/violent or antisocial behaviour towards residents and/or other lawful visitors to the site.
4. Openly defecate or urinate and will use the toilet facilities contained within our own vehicles. If we require toilet facilities due to malfunction and/or unavailability of our own facilities, we will notify the Council who will discuss with us the provision of portable toilet facilities or agree the use of local services.
5. Play loud or amplified music.
6. Use motorised bikes/scooters/quad bikes or other similar vehicles which may present as a nuisance or hazard.

I, and those I am travelling with, will always keep all animals on a leash/tether and under control when they are in the open air and will notify and agree with the Council the animals that are permitted on the Land pursuant to this agreement.

The size of the encampment will not exceed persons and vehicles

We will leave the site by no later than 4.p.m. on and will leave the site clean and tidy, taking all waste and gas canister with us

We understand that if we breach the terms of this agreement the agreement will terminate immediately, and we will be required to leave the land immediately.

Signed:\_\_\_\_\_ (Applicant)

Name:

\_\_\_\_\_

Dated:

\_\_\_\_\_

I confirm that I have read or have had read to meet the terms of this agreement, which have been explained and which I understand and agree to.

Section 2 — for the Council to Complete

Name of allocated Council Officer:

Telephone number:

Is the location Public or Private Land: Public/Private

Has access been obtained peacefully and without any criminal damage? Y/N

Is the location/proposed location of the encampment in an obstructive location: Y/N

Does the encampment benefit from planning permission, or permitted development in accordance with the General Permitted Development Order 2015: Y/N

Has section 1 of this application been explained to and completed by the applicant:  
Y/N

Has the welfare checklist been completed: Y/N

I confirm that the above named applicant, along with ( ) of other individuals and  
( ) vehicles has permission to remain

at \_\_\_\_\_ until 4p.m. on

Signed: \_\_\_\_\_ (Council Officer)

Name: \_\_\_\_\_

For and on behalf of the Basingstoke and Deane Borough Council

Dated: