

DATED 13 July 2018

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) MUSCO PROPERTY LIMITED

(3) WOOD HALL INVESTMENTS LIMITED

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to 55 – 69 Rothbury Road, London E9 5HA



Pinsent Masons

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THIS AGREEMENT is made on

13 July

2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **MUSCO PROPERTY LIMITED** (Company Number 08493561) whose registered office is at Wood Hall Farm Office, Woodhall Lane, Shenley WD7 9AA (the "**Developer**"); and
- (3) **WOOD HALL INVESTMENTS LIMITED** (Company Number 03823754) whose registered office is at Woodhall Lane, Shenley, Radlett, Hertfordshire WD7 9AA (the "**Mortgagee**").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer has a freehold interest in the Site registered at the Land Registry with Title Number LN66978.
- (C) The Mortgagee is the registered proprietor of the charge dated 22 March 2016 referred to in entry number 4 of the charges register of Title Number LN66978 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (D) The Planning Application was validated by the LPA on 29 March 2017.
- (E) On 22nd May 2018 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The LPA considers that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings: -

| | |
|---------------------------------|--|
| "1990 Act" | means Town and Country Planning Act 1990 |
| "Agreement" | means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers |
| "Anticipated Commencement Date" | means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced |
| "Building" | means a building comprised in the Development |
| "Commencement Date" | means the date upon which the Development is Commenced |

| | |
|---------------------------------|--|
| "Commencement" | means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition, 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" and "Commenced" shall be construed accordingly |
| "Commercial Unit" | means a commercial unit provided as part of the Development |
| "Completed" | completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development (or part thereof) and "Complete" and "Completion" shall be construed accordingly |
| "Comply" | means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly |
| "Condition" | means a condition of the Planning Permission |
| "Consent" | means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed |
| "Council" | means the London Borough of Tower Hamlets and its successor in function |
| "Developer" | shall have the meaning ascribed to it in Clause 1.2.7 |
| "Development" | means the development of the Site pursuant to the Planning Permission |
| "Dispute" | means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law) |
| "Expert" | means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute |
| "Highway Authority" | means the Council and/or TfL or their successors in function |
| "Index" | means the All-in Tender Price Index or a different index that the LPA deems to be more appropriate. |
| "Indexed" | means in relation to a sum that it is to be increased in accordance with Clause 15 |
| "Index of Retail Prices" | means the Index of Retail Prices published by the Office of National Statistics or if the same shall cease to be published such alternative related index agreed by the LPA and the Developer |
| "Interest" | means interest at 3% above the base lending rate of Barclays |

| | |
|----------------------------------|---|
| | Bank Plc from time to time |
| "Occupy" and "Occupation" | means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out, security or marketing |
| "Off Site" | means on land outside the Site |
| "On Site" | means on land within the Site |
| "Parties" | means the parties to this Agreement and the word "Party" shall mean any one of them |
| "Plan 1" | means the plan attached at Appendix 1 of this Agreement showing the Site |
| "Plan 2" | means the plan attached at Appendix 1 of this Agreement showing the Hackney Wick Central Masterplan Area |
| "Planning Application" | means the application for planning permission submitted to the LPA and given reference number 17/00112/FUL by the LPA for the demolition of existing structures and redevelopment of the Site, comprising the erection of a five-storey building, plus basement level, with a total gross internal floor area of 2630 sqm of Class B1 (business) floorspace with shared amenities and facilities. Provision of associated plant, lift overrun, photovoltaic panels and communal garden at roof level. Provision of 28 cycle spaces and refuse storage |
| "Planning Permission" | means the planning permission which may be granted by the Council subject to conditions pursuant to the Planning Application and substantially in accordance with the draft which is attached at Appendix 2 |
| "Reasonable Endeavours" | means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development) |
| "Requisite Consents" | means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) |
| "Site" | means the land shown edged red on Plan 1 |
| "SPD" | means the LPA's supplementary planning document Planning Obligations dated 10 November 2016 |
| "TfL" | means Transport for London or its successor in function |

"Utility Undertaker" means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site

"Working Day" means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) Table is to a table of an Appendix to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a plan annexed to this Agreement as an Appendix;

1.2.2 references to any statute or statutory provision include references to:-

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.7 subject to the provisions of this Agreement references to the Developer in this Agreement include: -

- (a) the Developer;

- (b) persons deriving title from the Developer; and
- (c) the Developer's successors, assigns, transferees;

- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including"** means **"including without limitation"**;
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.

1.3 The Interpretation Act 1978 shall apply to this Agreement.

1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.

1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-

- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but Subject To the provisions of this Agreement also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
- 2.4.2 occupiers or lessees of individual units of Commercial Units who are in physical Occupation of such units;
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or the part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Nothing in this Agreement 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 Agreement.

3. **CONDITIONALITY**

- 3.1 This Agreement is conditional upon: -
- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 the Commencement of Development

save for the provisions of this Clause 3, Clauses 2, 6, 10, 12, 14, 17 and 18 which shall come into effect immediately upon completion of this Deed.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of themselves and (subject as provided for by this Agreement) their successors in title to the Site covenant with the LPA that they shall: -

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer as are contained in the Schedules of this Agreement;

4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will re-pay to such person who made the payment such amount of any payment made to the LPA under the Schedules of this Agreement and which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest earned thereon.

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

6.1.1 if delivered by hand, the next Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

For the attention of: Anthony Hollingsworth

Developer:

Address: Wood Hall Farm Office
Woodhall Lane
Shenley
WD7 9AA

For the attention of: Iain Williamson

Mortgagee:

Address: Wood Hall Farm Office
Woodhall Lane
Shenley
WD7 9AA

For the attention of: Iain Williamson

6.3 Any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.

7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. VERIFICATION AND ENFORCEMENT

During construction of the Development the Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its

authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. THE MORTGAGEE

9.1 The Mortgagee acknowledges and declares that:-

- 9.1.1 this Agreement has been entered into by the Developer with its consent;
- 9.1.2 the Site shall be bound by the obligations contained in this Agreement; and
- 9.1.3 the security of the mortgagee over the Site shall take effect subject to this Agreement

Provided Always that the Mortgagee shall have no liability for any breach of the terms of this Agreement save of it shall have become a mortgagee in possession of the Site.

9.2 No mortgagee shall have liability for any breach of the provisions of this Agreement save if it occurs during such period as he is a mortgagee in possession of the Site.

10. DISPUTE RESOLUTION

10.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

10.2 The Notice must specify: -

- 10.2.1 the nature, basis and brief description of the Dispute;
- 10.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- 10.2.3 the proposed Expert.

10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.

10.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

10.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense: -

- 10.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

- 10.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 10.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 10.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 10.7.5 in all other cases, the President of the Law Society to nominate the Expert.

11. NO WAIVER

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

12. DUTY TO ACT REASONABLY AND IN GOOD FAITH

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

13. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

14. THE LPA'S COSTS

- 14.1 The Developer agrees that it will on completion of the Agreement pay the LPA's legal costs (not to exceed £5,000 + VAT) incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).

15. FINANCIAL CONTRIBUTIONS AND INDEXATION

- 15.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.
- 15.2 The Hackney Wick Central Highway Contribution, Carbon Offset Contribution, Developer Heritage Contribution and Design Monitoring Costs will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until payment of such Contribution becomes due.

16. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

17. JURISDICTION AND LEGAL EFFECT

- 17.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. **EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

SCHEDULE 1

TRANSPORT AND HIGHWAYS

1. DEFINITIONS

- "Blue Badge Space"** means one blue badge space to be provided in accordance with this Schedule 1
- "Cycle Parking Spaces "** means five short-stay cycle parking spaces to be provided in accordance with this Schedule 1
- "Hackney Wick Central Highway Contribution"** means the sum of £13,609.50 (thirteen thousand and six hundred and nine pounds and fifty pence) (Indexed) to be used by the LPA for the provision of the Hackney Wick Central Highway Improvements
- "Hackney Wick Central Highway Improvements"** means the renewal and upgrade of the highways within the area of the Hackney Wick Central planning application reference 16/00166/OUT
- "Highway Improvements"** means highway works that will include works to remove redundant crossovers, improve the standard of the footway and public realm and the provision of a dropped kerb to assist with waste collection in the vicinity of the Site
- "Loading Bay"** means the loading bay on White Post Lane as shown as shown in appendix D of the approved 'Entran' Transport Statement revision V2 dated March 2017 at Appendix 3 to this Agreement
- "Loading Bay Redesign"** means the redesign of the Loading Bay for use as a permit holder parking bay
- "Loading Bay Relocation"** means the new location of the Loading Bay on Rothbury Road as shown in appendix D of the approved 'Entran' Transport Statement revision V2 dated March 2017 at Appendix 3 to this Agreement
- "S278 Agreement"** means a highway agreement entered into pursuant to S278 of the Highways Act 1980 between the Developer and the relevant Highway Authority(s) in consultation with TfL

2. BLUE BADGE SPACES PROVISION

- 2.1 Prior to the Commencement of Development the Developer shall submit a scheme (prepared in consultation with the Highway Authority) to be approved by the LPA for the provision of a Blue Badge Space Off Site in the vicinity of the Site.
- 2.2 The scheme approved in accordance with paragraph 2.1 shall thereafter be delivered.
- 2.3 If at any point prior to Occupation of the Development the LPA (acting reasonably) advises the Developer that demand for an additional Blue Badge Space has arisen on the Site or surrounding streets as a result of the Development then the Developer shall use Reasonable Endeavours to provide the additional Blue Badge Space(s) required in accordance with the scheme approved pursuant to paragraph 2.1 above Provided Always That the Council shall not specify more than one additional Blue Badge Space pursuant to this paragraph 2.3 of this Schedule 1.

3. **CYCLE PARKING SPACES PROVISION**

3.1 Prior to the Commencement of Development the Developer shall submit a scheme (prepared in consultation with the Highway Authority) to be approved by the LPA for the provision of the Cycle Parking Spaces Off Site in the public realm adjacent to the Site.

3.2 The scheme approved in accordance with paragraph 3.1 shall thereafter be delivered.

3.3 If at any point the LPA advises the Developer that the demand for additional Cycle Parking Spaces has arisen as a result of the Development then the Developer shall use Reasonable Endeavours to provide the additional Cycle Parking Spaces Provided Always That the LPA shall not specify more than three additional Cycle Parking Spaces pursuant to this paragraph 3.2 of Schedule 1 and such request of the LPA may only be issued within five years from the first Occupation of the Development.

4. **LOADING BAY PROVISION**

4.1 Prior to the Commencement of Development the Developer will agree the design and construction details of the Loading Bay Relocation and the Loading Bay Redesign with the LPA and the Highway Authority in writing.

4.2 Prior to the Commencement of Development the Developer will use Reasonable Endeavours to enter into a S278 Agreement with the Highway Authority to secure the Loading Bay Relocation and Loading Bay Redesign agreed in accordance with paragraph 4.1 of this Schedule 1 on terms that are reasonably satisfactory to the LPA and the Highway Authority.

5. **HIGHWAY IMPROVEMENTS**

5.1 Prior to the Commencement of Development to agree the specification of the Highway Improvements with the LPA and the Highway Authority in writing.

5.2 Prior to the Commencement of Development the Developer will use Reasonable Endeavours to enter into a S278 Agreement with the Highway Authority to secure the delivery of the Highway Improvements agreed in accordance with paragraph 5.1 on terms that are reasonably satisfactory to the LPA and the Highway Authority.

6. **HACKNEY WICK CENTRAL HIGHWAY CONTRIBUTION**

The Developer shall pay the Hackney Wick Highway Contribution to the LPA prior to the Commencement of Development.

SCHEDULE 2

EMPLOYMENT AND TRAINING

1. DEFINITIONS

- "Affordable Workspace"** means 5% of the Workspace (to be no less than 131.5 square metres of Gross Internal Floorspace Area) to be provided as part of the Development at (unless otherwise agreed with the LPA) ground floor or above, which will (unless otherwise agreed with the LPA) be offered to future occupiers at up to £16 per square foot (Indexed) including Service Charge for a period of five (5) years from the first Occupation of the Development
- "Growth Boroughs"** means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
- "Local Labour and Business Schemes"** means an established careers development programme run or supported by the LLDC, the Council, or partner organisations
- "Local Labour Monitoring Report"** means a report detailing for the previous calendar year how the Development has met the Local Labour and Local Business obligations during the construction period during including but not limited to:-
- (a) the number of job vacancies arising from the Development which have been advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - (b) the number of job vacancies arising from the Development which have been filled pursuant to the advertisements in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - (c) the percentage of construction jobs filled by persons living in the Growth Boroughs; and
- confirmation that the London Living Wage is promoted for all construction jobs
- "Local Workspace Provider"** means Workspace Providers who operate in the locality of the Development as listed in the Council's list of approved Workspace Providers or such other Workspace Provider approved by the LPA
- "London Living Wage"** means the minimum amount (currently £10.20) of pay per hour that all workers in London should receive, as published from time to time by the GLA

"Service Charge"

means the reasonable costs to the owner of servicing and operating a property for the occupiers save that the following items are excluded:

- (a) any initial costs (including the cost of leasing of equipment) incurred in relation to the original design and construction of the fabric, plant or equipment;
- (b) any setting up costs, including costs of fitting out and equipping any on-site management offices that are reasonably considered part of the original development cost of the property;
- (c) any improvement costs above the costs of normal maintenance, repair or replacement;
- (d) future redevelopment costs;
- (e) such costs that are matters between the owner and an individual occupier, which are (i) enforcement of covenants and collection of rents; (ii) costs of letting units, (iii) consents for assignments, (iv) subletting; (v) alterations, (vi) rent reviews; (vii) additional opening hours;
- (f) any costs arising out of the failure or negligence of the manager or owner;
- (g) business rates set by central Government (and excluding any rate or levy imposed by private treaty) and utilities costs

"Workspace"

means the floorspace within the Development (including the Affordable Workspace) to be used as commercial floorspace as authorised by the Planning Permission

"Workspace Provider"

means providers of workspace who manage flexible, affordable space for new start-ups, studios, makerspace or artists as well as for micro, small and medium businesses to become established and grow, including Local Workspace Providers

"Workspace Strategy"

means a written strategy identifying

- (a) in respect of the Workspace which is not also defined as Affordable Workspace how such Workspace has been and will be designed so as to be able to meet the needs of small local companies and businesses by providing flexible uses within Use Class B1

and

- (b) in respect of the Affordable Workspace:
 - (i) identify either the Workspace Provider or how the Affordable Workspace has been and will be designed, marketed and let to meet the needs of small local companies and business;
 - (ii) demonstrate how the Affordable Workspace will be allocated to local companies and businesses and thereafter managed; and
 - (iii) demonstrate how in respect of the Affordable Workspace priority will be given to using Local Workspace Providers;

2. DELIVERY OF AFFORDABLE WORKSPACE

The Affordable Workspace shall be provided and not Occupied other than as Affordable Workspace for a period of five (5) years from the first Occupation of the Development.

3. WORKSPACE STRATEGY

- 3.1 Prior to the Commencement of Development the Developer shall submit and obtain the LPA's approval to the Workspace Strategy. The Developer shall thereafter comply with the approved Workplace Strategy at all times for a period of five (5) years from the first Occupation of the Development.
- 3.2 The Developer shall not less than once a year from the date of the first Occupation of the first part of the Workspace until either the date on which all Workspace is Occupied or five years from the date of the first Occupation of any part of the Workspace (whichever shall occur first):-
 - 3.2.1 review the effectiveness of the Workspace Strategy; and
 - 3.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto. The report shall include details of:
 - (a) the letting of all Affordable Workspace within the Development; and
 - (b) any vacancies within the Affordable Workspace within the Development.
- 3.3 The Developer shall for a period of five years from the date of the first Occupation of the first part of the Workspace implement the approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

4. LOCAL LABOUR AND LOCAL BUSINESS

- 4.1 The Developer shall require that its contractors shall (in respect of construction vacancies and jobs) and the tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs) shall use Reasonable Endeavours to ensure that:
- 4.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - 4.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 4.1.3 the recruitment of persons living in the Growth Boroughs accounts for 28% of the construction jobs arising from the Development;
 - 4.1.4 the recruitment of persons living in the Growth Boroughs accounts for a total of between 25% and 85% of the end-use jobs at the Development;
 - 4.1.5 the London Living Wage is promoted for all construction jobs at the Development;
 - 4.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
 - 4.1.7 work-based learning opportunities are provided at the Development, including not less than two apprenticeship opportunities.
- 4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:
- 4.2.1 use Reasonable Endeavours to ensure that businesses located in the Growth Boroughs are invited to bid for work in connection with the Development;
 - 4.2.2 use Reasonable Endeavours to ensure that the provision of 20 per cent (20%) of the value of goods and services procured during the construction of the Development is invited from supplied by businesses located within the Growth Boroughs; and
 - 4.2.3 provide local agencies with early information relating to availability of vacant space within the Development.
- 4.3 The Developer shall within six months of the first anniversary of the Commencement of the Development and every six months thereafter during the construction period of the Development submit to the LPA for approval the Local Labour Monitoring Report.
- 4.4 The Developer shall thereafter continue to submit a Local Labour Monitoring Report to the LPA for approval on a six monthly basis throughout the entirety of the construction period of the Development.

SCHEDULE 3
SUSTAINABILITY

1. DEFINITIONS

- "Carbon Contribution"** **Offset** means the sum of £6,480 (six thousand and four hundred and eighty pounds) (Indexed) calculated by multiplying the Price Per Carbon Tonne by the tonnage of residual CO2 emissions caused by the Development
- "Connection Contract"** means a legally binding contract between the Developer and the operator of the District Energy Network to connect any Building(s) to the District Energy Network on a specified connection date
- "District Energy Network"** means the Olympic Park district energy network
- "Local CHP Plant"** means any gas boilers and combined heat and power plants located within adjacent developments including but not limited to the development on the sites of planning permission references 15/00446/FUL
- "Price Per Carbon Tonne"** means £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions

2. DISTRICT HEATING NETWORK

2.1 Prior to the Commencement of Development the Developer shall:-

- 2.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site; and
- 2.1.2 provide a written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the extension and connection.

2.2 If the report submitted pursuant to paragraph 2.1 concludes that the extension will occur prior to Occupation of the Development then the Developer must use Reasonable Endeavours to connect the Development to the District Energy Network prior to Occupation.

2.3 If the report submitted pursuant to paragraph 2.1 concludes that the extension will occur but will not occur until after first Occupation of the Development the Developer must use Reasonable Endeavours to enter into a Connection Contract prior to Occupation and where such contract is entered into, shall:

- 2.3.1 agree details of temporary energy provision with the LPA; and
- 2.3.2 thereafter provide the agreed details prior to Occupation until the Connection Date.

2.4 If the report submitted pursuant to paragraph 2.1.1 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network or the Developer is unable to enter into a Connection Contract in respect of any of the Buildings prior to their Occupation the Developer shall:-

- 2.4.1 use Reasonable Endeavours to connect to an existing or additional Local CHP Plant
SAVE THAT in discharging this obligation no steps should be taken which would

prejudice the future connection of any part of the Site to the District Energy Network;
and

2.4.2 submit a further written report to the LPA prior to the Occupation of the Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.4.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

2.5 In the event that a Building is not connected to the District Energy Network at the date of Occupation:

2.5.1 it shall be designed so as to allow a connection to the District Energy Network in the future; and

2.5.2 the Developer shall use Reasonable Endeavours to connect the Building to the District Energy Network if it becomes reasonably feasible (taking into account but not limited to technical and/or financial factors) to do so within 5 years of the first Occupation of that Building.

3. **CARBON OFFSETTING CONTRIBUTION**

3.1 The Developer shall pay the Carbon Offset Contribution to the LPA prior to the Commencement of Development.

4. **REDUCTION OF ENERGY DEMAND**

4.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage by :-

4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

4.1.2 the promotion of the use of energy efficient appliances; and

4.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 4

HERITAGE CONTRIBUTION

1. DEFINITIONS

- "Developer Heritage Contribution" means the sum of £32,386.58 (thirty two thousand and three hundred and eighty six pounds and fifty eight pence) (Indexed)
- "Hackney Wick Central Masterplan Area" means the area edged red on Plan 2
- "Heritage Funds" means the total amount (£) comprising the Developer Heritage Contribution and any Other Developer Contributions held at any time in the PPDT S106 Account
- "Other Heritage Contributions" means contributions towards works to maintain, improve and/or enhance non-designated heritage assets within the Hackney Wick Central Masterplan Area received by the LPA pursuant to other section 106 agreements for development within the Hackney Wick Central Masterplan Area
- "PPDT S106 Account" means the bank account set up by the LPA for the purposes of receiving monetary contributions pursuant to planning obligations
- "PPG" means the Project Proposals Group which:-
- (a) comprises of a group of senior officers from the London Legacy Development Corporation
 - (b) is chaired by the Executive Director of Planning Policy and Decisions and
 - (c) has delegated authority to make decisions on spending of funds received by the LPA under section 106 agreement and community infrastructure levy payments
- or such other group performing the same function as the PPG within the London Legacy Development Corporation or its successor in function as local planning authority and whose remit includes overseeing the Heritage Funds

2. HERITAGE CONTRIBUTION

- 2.1 The Developer shall pay the Developer Heritage Contribution to the LPA prior to the Commencement of Development and the LPA shall thereafter transfer the Developer Heritage Contribution into the PPDT S106 Account, such monies (as is the case with Other Heritage Contributions received from time to time) to be separately identifiable from other monies held in PPDT S106 Account.

3. HERITAGE ACCOUNT

- 3.1 Monies shall from time to time be drawn down from and paid out of the Heritage Funds in accordance with paragraph 4.
- 3.2 The interest accruing in the PPDT S106 Account on the Heritage Funds will form part of the Heritage Funds.

3.3 Draw down from and payments out of the Heritage Funds shall be by the instruction of the LPA requiring the signature of an officer nominated by the PPG from time to time.

3.4 On the earlier of:-

3.4.1 the PPG ceasing to exist; and

3.4.2 the date which is 10 (ten) years from the date of the Agreement,

such remaining and uncommitted Heritage Funds shall be returned to the parties who made the Developer Heritage Contribution and Other Heritage Contributions in such proportion as reflects the quantum of the original contributions made by such parties.

4. **PAYMENTS FROM THE HERITAGE ACCOUNT**

4.1 The Heritage Funds will be applied by the LPA solely for the purposes of funding works to maintain, improve and/or enhance non-designated heritage assets within the Hackney Wick Central Masterplan Area.

4.2 It is agreed that the LPA may pay Heritage Funds to third parties in circumstances where:-

4.2.1 a person has applied to the LPA for funding for the purposes of carrying out works to maintain, improve and/or enhance one or more non-designated heritage assets within the Hackney Wick Central Masterplan Area; and

4.2.2 the application for funding has been considered and approved by the PPG.

4.3 Upon payment of monies to third parties in accordance with paragraph 4.2 the LPA's requirement to comply with paragraphs 3.4 and 4.1 shall cease to apply in respect of those monies.

SCHEDULE 5

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
- "Architect"** means GML Architects Ltd or such other architect as may be approved in writing by the LPA in accordance with clause 3.1.2 below
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to conditions 3 (material samples), 25 (designing out crime) and 28 (detailed drawings) of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

3. DESIGN MONITORING COSTS

- 3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above) the Developer shall forthwith:-
- 3.1.1 notify the LPA of such non-retention; and
 - 3.1.2 pay to the LPA within 10 (ten) Working Days of demand the Design Monitoring Costs and it is agreed that:-
 - (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
 - (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and

- (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent

PROVIDED THAT the total amount payable to the LPA in Design Monitoring Costs pursuant to this Schedule 5 of this Agreement shall not exceed £20,000 (Indexed).

4. RESTRICTION ON DEVELOPMENT

4.1 The Development shall not Commence until the Developer has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architect has been retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

4.1.2 provided satisfactory evidence to the LPA that an alternative architect has been retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings and such alternative architect has been approved by the LPA (following which it shall be treated as the Architect for the remainder of the construction of the Development unless otherwise agreed with the LPA); or

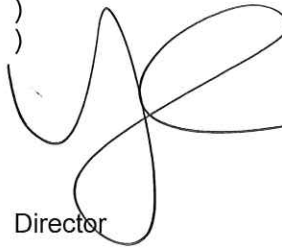
4.1.3 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

4.2 Subject to paragraph 4.1.1 above, no Development shall be Commenced if the LPA's Design Monitoring Costs have not been paid in accordance with the terms of paragraph 3.1.2.

4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA will (before giving its own written approval under this paragraph 4.3) be entitled to require that the applicant provide also the comments of the Architect on such subsequent changes.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:-

)
)
)


Director

Director/Secretary



EXECUTED as a Deed (but not delivered until dated) by **MUSCO PROPERTY LIMITED** acting by two Directors or a Director and the Secretary:-

)
)
)
)
)

Director

Director/Secretary



EXECUTED as a Deed (but not delivered until dated) by **WOOD HALL INVESTMENTS LIMITED** acting by two Directors or a Director and the Secretary:-

)
)
)
)
)

Director

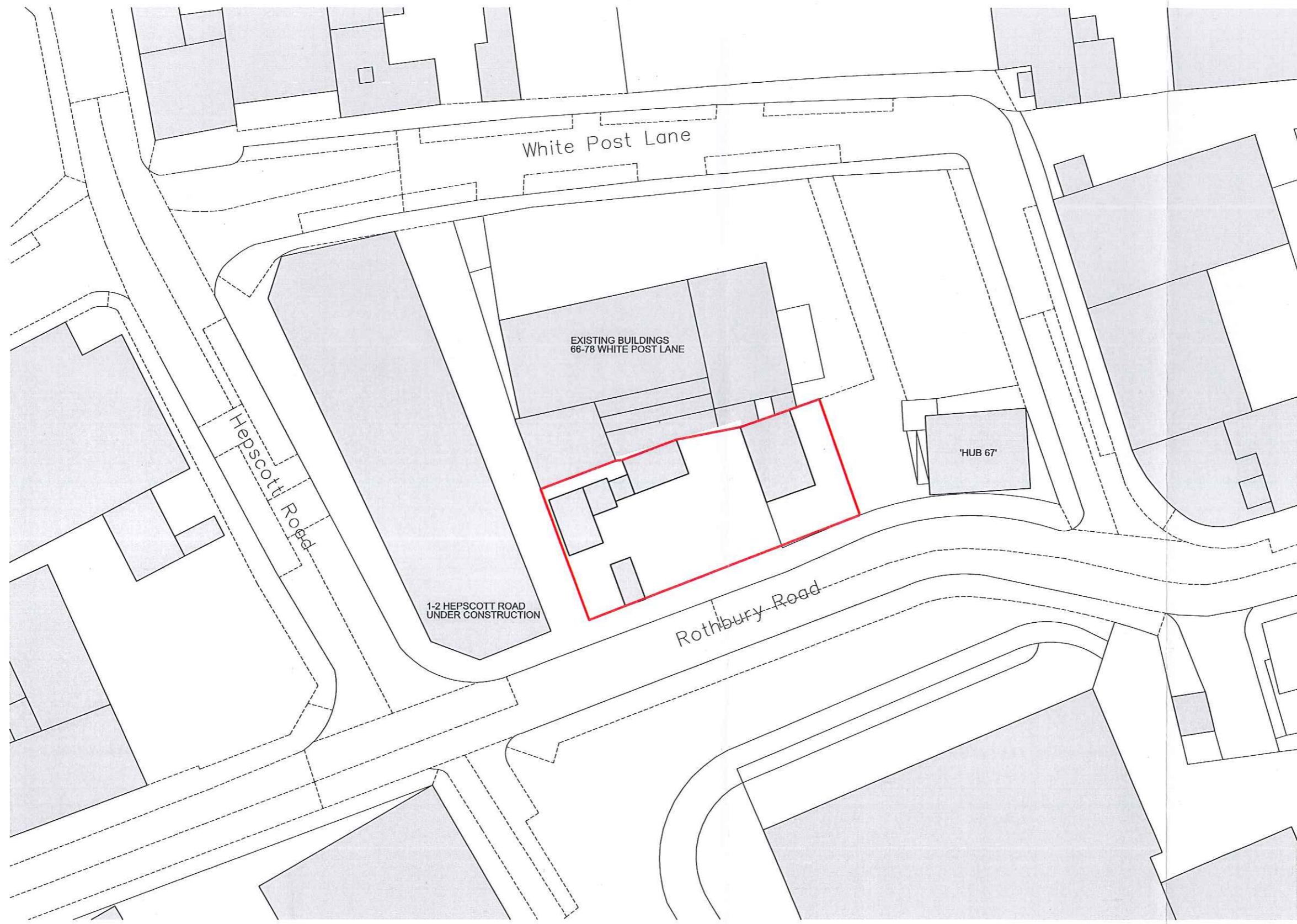
Director/Secretary



APPENDIX 1

PLANS

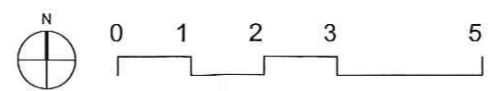
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PLAN 1

DRAWN BY HL CHECKED BY AV



55-69 ROTHBURY ROAD
SITE PLAN

G M L Architects
UNIT 3,1-4 Christina Street, London EC2A 4PA
Tel: 020 7729 9595 Fax: 020 7729 1801 info@gmlarchitects.co.uk
SCALE: 1:500 @A3
ISSUED FOR: PLANNING
4464/PA/01



Block Boundary
 Red Line Boundary
 Max Footprints of Tall Building
 +10 Proposed Level AOD (m)
 10 Max Height AOD (m)
 Change in Max Height
 NB: Additional 100mm allowed above max. height for lift overruns and roof top plant. Any projections should be set back from the building envelope to allow for vehicle turn around. Please refer to section 1 of the application on built form, massing and grain.

APPLICANT
 London Legacy Development Corporation
 London Borough of Hackney

DO NOT SCALE FROM THIS DRAWING.
 THIS DRAWING IS BASED ON DIMENSIONAL SURVEY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT CAN NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF THIS SURVEY INFORMATION.
 ALL DIMENSIONS ARE SHOWN IN METRIC.
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NOTES

PLAN 2

| | | |
|-----|-----------------------------|------------|
| 03 | Tall Buildings Update | 05/04/2017 |
| 02 | reg22 | 03/10/2016 |
| 01 | Outline Planning Submission | 08/04/2016 |
| Rev | Revision Notes | Date |

karakusevic carson architects
 Unit E03
 The Biscuit Factory
 100 Clements Road
 London SE16 4DG
 Tel: +44 202 566 6300
 Email: mal@karakusevic-carson.com

PROJECT
 Hackney Wick Central Outline Planning Application

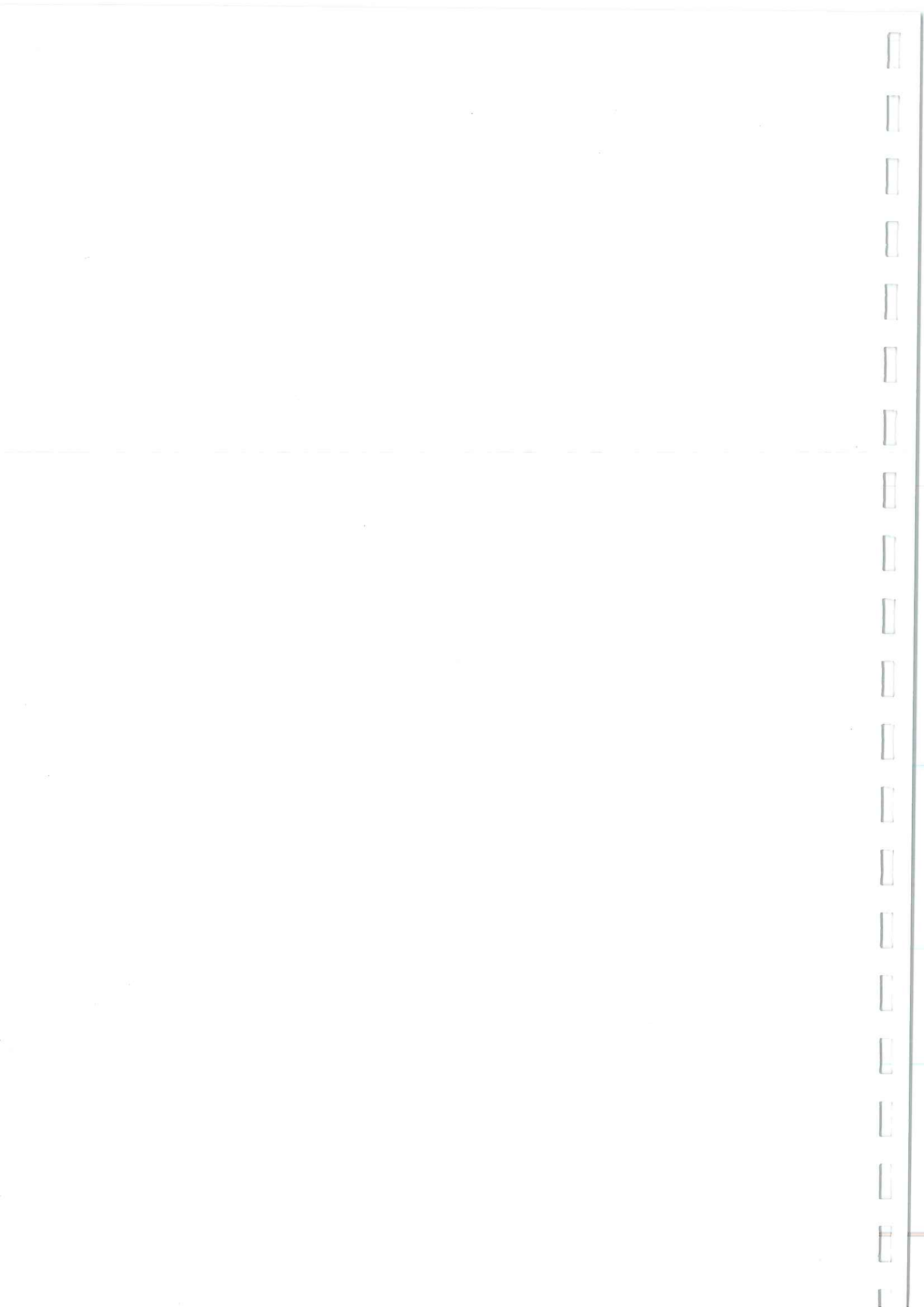
TITLE
 Maximum AOD Building Heights Parameter Plan

DRAWING NUMBER
 HWK-DWG-APP-MAXHGT-02

STATUS
 FOR APPROVAL

| | | |
|-----------|------------|----------------|
| DATE | DRAWN BY | SCALE |
| 05/04/17 | CC/AW | 1/500 @ A1 |
| PLOT DATE | CHECKED BY | PROJECT NUMBER |
| | NE | 223 |

APPENDIX 2
DRAFT PLANNING PERMISSION



FULL PLANNING PERMISSION APPROVAL

**Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015**

Please see notes at the end of this notice

Applicant

Musco Property Ltd
c/o Agent

Agent

Chris Brown
Rolfe Judd Planning
Old Church Court
Claylands Road
The Oval
London
SW8 1NZ

Part I - Particulars of Application

Date of Application: 29-Mar-2017

Application No: 17/00112/FUL

Proposal: Demolition of buildings/structures and redevelopment of the site, comprising the erection of a five-storey building, plus basement level, with a total gross internal floor area of 2630sqm of Class B1 (Business) floorspace with shared amenities and facilities; provision of associated plant, lift overrun, photovoltaic panels, and communal garden at roof level; provision of 30 cycle spaces and refuse storage.

Location: 55- 69 Rothbury Road, London, E9 5HA

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

1. Time limit

The development shall be commenced before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991.

2. Works in accordance with the approved plans

The development shall be carried out, and retained thereafter, in accordance with the following drawings and documents:

Drawings

- 4464-PA-00 (Location plan)
- 4464-PA-01 (Site plan)
- 4464-PA-10 rev F (Proposed basement plan)
- 4464-PA-11 rev N (Proposed ground floor plan)
- 4464-PA-12 rev F (Proposed 1F-3F & 4F plan)
- 4464-PA-13 rev B (Proposed roof plan)
- 4464-PA-14 rev G (Proposed south elevation)
- 4464-PA-15 rev G (Proposed north elevation)
- 4464-PA-16 rev G (Proposed elevations)
- 4464-PA-17 rev E (Proposed sections A&B)
- 4464-PA-18 rev D (Proposed materials elevation)
- 4464-PA-20 (Proposed block plan)
- 4464-PA-25 rev C (Proposed 3D views)
- 4464-PA-31 rev D (Section details 5)
- 4464-PA-41 rev C (Aerial 3D view)
- 4464-PA-42 rev A (Courtyard 3D view)
- 4464-PA-43 (Proposed Street Scene)

Documents

- Flood Risk Assessment revision 3.0 reference 2016s4799 dated February 2017
- Flood Risk Assessment Addendum revision V3 reference 2016s4799 dated November 2017
- Flood Risk Response Plan (Volumes 1 and 2) version 2.0 ref 2016s4799 dated March 2017
- Sustainability Statement ref 8.820 dated 6 March 2017
- Environmental Screening ref 6400 dated 3 March 2016
- Overheating Assessment reference 8.820 dated 6 March 2017
- Energy Statement revision 2 reference 8.820 dated 6 March 2017
- BVP Daylight, Sunlight and Overshadowing Report ref JC/LSF/10952 dated 8 February 2018
- Managed Workspace Statement ref CB/JD/P6276 dated 7 February 2018
- Relocation Strategy ref CB/JD/P6276 dated 8 February 2018

- Planning Statement ref P6276 dated 16 March 2017
- 'Entran' Transport Statement revision V2 dated March 2017
- Design and Access Statement revision 1 dated 30 November 2017

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.

3. Material Samples

No above ground works (excluding demolition) shall take place until material samples and sample-panels of all external facing materials (including any hard landscaping materials, mortar and bond) to be used in the construction of the external surfaces of the building hereby approved have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the development and in accordance with policy BN.1 and 1.2 of the Local Plan.

4. Refuse storage

Prior to first occupation of the development, the refuse storage arrangements shown on drawing 4464/PA/11N shall be provided and made available for use by the occupiers of the buildings and the facilities provided shall thereafter be retained for the life of the development and neither they nor the space they occupy shall be used for any other purpose. The bins provided shall comprise a minimum of six 1100 litre Eurobins (or equivalent) with three bins to be used for refuse and three bins for recyclable materials.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin or pest nuisance and in accordance with policy S.6 of the Local Plan.

5. Demolition and Construction Management Plan

The Development (including demolition) shall not be Commenced until a Demolition Management Plan (DMP) and a Construction Management Plan CMP, or a combined Demolition and Construction Management Plan (DCMP) has been submitted and approved by the Local Planning Authority. An updated version of the DMP and CMP (or DCMP) reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for approval in consultation with the agencies referred to above no less frequently than once every three years. The DMP and CMP (or DCMP) shall include as a minimum the following information:

- The arrangements for liaison with the relevant highway authorities;
- Details of routes and access for demolition and construction traffic (including lorry holding areas);
- The loading and unloading of plant and materials including a construction logistics plan;
- The storage of plant and materials use in demolition and constructing the development;
- Control of and limits on parking spaces for demolition and construction workers and visitors
- Consideration of the feasibility of water based transport for demolition, construction and waste materials from the site. Designated routes for large goods vehicles and dealing with abnormal loads;

- Driver standards and enforcement within the demolition/construction site and on the highway;
- Dealing with complaints and community liaison; and
- Guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the development uses best practicable means to minimise adverse environmental impacts and in accordance with policies 5.18, 6.3 and 7.14 of The London Plan and policies BN.11, T.4 and S.6 of the Local Plan.

Pre commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through demolition/construction that would require appropriate mitigation.

6. Demolition and construction and hoardings

The Development (including demolition) shall not be Commenced until details of any new or additional perimeter security fencing to be erected, including its location, height, form of construction and the intended length of time it will remain in place, have been submitted to and approved in writing by the Local Planning Authority. The Development (or any relevant part thereof) shall be carried out in accordance with the approved details. The Developer shall demonstrate to the local planning authority reasonable endeavours to utilise opportunities for creative designs on the demolition/construction hoardings, with engagement with local artists and graphic designers.

Reason: To ensure that the environmental and visual impacts of the security fencing are minimised and in accordance with policy BN.1 of the Local Plan.

Pre-commencement justification: To ensure that the site is suitably secured and in the interests of health and safety.

7. Travel Plan

a) Prior to the first occupation of the development, the applicant shall submit in writing, and obtain the written approval of the Local Planning Authority, to a Travel Plan setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors.

b) At the start of the second year of operation of the approved Travel Plan a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To encourage sustainable means of travel and in accordance with policies 6.3, 6.9, 6.10 and 6.13 of The London Plan and policies T.4, T.7, T.8 and T.9 of the Local Plan.

8. Deliveries and servicing management plan

Prior to the first occupation of the development a Delivery and Servicing Management Plan (DSMP) detailing how all elements of the site are to be serviced shall be submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://content.tfl.gov.uk/delivery-and-servicing-plans.pdf> or such replacement best practice guidance as shall apply at the date of

submission of the DSMP. The approved DSMP shall be implemented from first occupation and thereafter for the life of the development.

Reason: In the interests of highway and pedestrian safety and in accordance with policy 6.3 of The London Plan and policy T.4 of the Local Plan.

9. Cycle Storage

Prior to the first occupation of the development the cycle storage facilities, including the showering and changing facilities, as shown on drawing 4464/PA/11N shall be provided and thereafter such facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building and in accordance with policies 6.3 and 6.9 of The London Plan and policies T.4 and T.9 of the Local Plan.

10. BREEAM

Within six months of first occupation of the development an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) which demonstrates that a minimum of a 'Very Good' rating has been achieved shall be submitted to and approved in writing by the Local Planning Authority; and the development shall not be retained otherwise than in accordance with any such approval given.

If the 'Very Good' rating has not been met then details shall be provided of the additional mitigation measures that must be undertaken and a programme for their implementation. Any additional mitigation measures shall be implemented in accordance with the approved programme.

Reason: To ensure that high standards of sustainability are achieved and in accordance with policies 5.2, 5.3, 5.4A, 5.6, 5.7 and 5.9 of The London Plan and policies S.2 and S.3 of the Local Plan.

11. Measures to prevent overheating

Prior to first occupation of the development evidence demonstrating that the measures identified within Table 7 of the approved Overheating Assessment (ref 8.820 dated 06/03/2017) have been implemented shall be submitted to, and approved in writing by, the Local Planning Authority; and the development shall not be used otherwise than in accordance with any such approval given.

Reason: To ensure that the development achieves an acceptable reduction in CO₂ emissions and that the targets of the energy statement are met and in accordance with policy 5.9 of The London Plan and policy S.7 of the Local Plan.

12. Carbon emissions

The Development shall achieve, as a minimum, the following CO₂ emission reduction target for non-residential floorspace:

- 2016-2018: 35% improvement over Building Regulations 2013 requirements.
- 2019 onwards: zero carbon (including allowable solutions or equivalent contribution to the Carbon Off-setting Fund).

Reason: To optimise the standards of sustainable design and construction and in accordance with policy S.4 of the Local Plan.

13. Ground contamination

Prior to the commencement of the development (other than above ground demolition works), the following information shall be submitted to, and approved in writing by, the Local Planning Authority:

- 1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site shall.
- 2) A site investigation scheme, based on the preliminary risk assessment (1) to all receptors that may be affected, including those off site. The preliminary risk assessment and scheme of investigation shall be agreed in advance with the Local Planning Authority before the investigation commences.
- 3) The results of the site investigation (2) and quantitative risk assessment of the results, and based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 4) A remediation implementation and verification method statement providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

Reason: To ensure that risks from land contamination to future uses of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

14. Remediation verification

No occupation of any part of the development hereby permitted shall take place until a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation objectives and criteria have been met. It shall also include a long-term monitoring and maintenance plan, as identified in the verification method statement. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that risks from land contamination to future uses of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

15. Unexpected contamination

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with. The development may only recommence once the written approval of the Local Planning Authority has been obtained. The remediation strategy shall be implemented as approved.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

16. Foundation works risk assessment (including piling method statement)

No foundation works (including piling) shall commence until a foundation works risk assessment, including a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, with measures to prevent and minimise the potential for impact on groundwater, damage to subsurface water infrastructure, and the programme for the works), has been submitted to and approved in writing by the Local Planning Authority. Any foundations shall be undertaken in accordance with the terms of the approved foundation works risk assessment. The assessment shall be undertaken in accordance with the Environment Agency document 'Piling into contaminated sites' (2002).

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters. The proposed works will be in close proximity to underground sewerage utility infrastructure and piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

17. Infiltration drainage

No infiltration of surface water drainage into the ground is permitted other than with the express written consent in advance of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated in writing that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with any such approved details.

Reason: To protect the quality of the water environment and in accordance with policy 5.13 of The London Plan and policy BN.13 of the Local Plan.

18. Use of roof terrace

The roof terrace shall not be used other than between the hours of 08:00 and 21:00 Monday to Sunday.

Reason: To protecting neighbouring occupiers from unreasonable noise and disturbance, in accordance with policy BN.1 and BN.11 of the Local Plan.

19. Biodiverse roof

Before any above ground work (except demolition or excavation) commences, details, including a specification and maintenance plan, of the biodiverse roof (as shown on drawing 4464-PA-13 rev B) to be used in the carrying out of this permission shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given. The specification and maintenance plan shall include details of which areas of the roof terrace are accessible to occupants of the development.

Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and that it has been designed for the maximum benefit of local biodiversity, in accordance with policies 5.10 and 7.19 of The London Plan and policy BN.3 of the Local Plan.

20. Nest Boxes – Black Redstart

The development hereby approved shall include the provision of nest boxes targeted at Black Redstart. Full details of the number, location and design of the nest boxes, and monitoring information to determine with breeding status of Black Redstart within the site shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the Development.

The Development shall be undertaken in accordance with the approved details.

Reason: To provide habitat for Black Redstarts and increase the biodiversity of the area, in accordance with policy BN.3 of the Local Plan.

21. Photovoltaic Panels

Within three months of first occupation of the development, evidence that the photovoltaic panels, as shown on drawing 4464-PA-13 rev B, have been installed and are operational shall be submitted to and approved in writing by the Local Planning Authority. The photovoltaic panels shall thereafter be permanently retained in accordance with the approved details.

Reason: In the interests of sustainability and to ensure that the development secures the renewable energy targets set out in the energy statement and in accordance with policy 5.7 of The London Plan and policy S.2 the Local Plan.

22. Flood risk

The development shall be carried out in accordance with the flood mitigation and resilience measures detailed in the approved Flood Risk Assessment Version 3.0 (February 2017) and the Flood Risk Assessment Addendum Version 3 (November 2017).

Reason: To ensure that the proposed development and future occupants are adequately protected from flooding and in accordance with policy 5.12 of The London Plan and policy S.8 of the Local Plan.

23. Flood response plan

The development shall be undertaken in accordance with the details contained within the approved Flood Response Plan (Volumes 1 and 2, March 2017) and a copy of the Flood Response Plan shall be made available to all businesses occupying the premises before they occupy.

Reason: To ensure that the occupants of the development are protected from the risk of flooding and in accordance with policy 5.12 of The London Plan and policy S.8 of the Local Plan.

24. Archaeology

No demolition or development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.

B. The programme for post-investigation assessment and subsequent analysis, publication and dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied and in accordance with policy 7.8 of The London Plan and policy BN.16 of the Local Plan.

Pre-commencement justification: Due to the potential for there to be archaeological artefacts found at the site, it is necessary for these details to be agreed in advance of any demolition or development taking place.

25. Designing Out Crime

The design of the building and the external areas within the site curtilage shall take account of the Official Police Security Initiative 'Secured by Design Commercial Development 2015 Version 2' guidance, or successor best practice, and principles for designing out crime in order to achieve a low crime risk environment.

Reason: To minimise crime risk by appropriate design and in accordance with policy 7.3 of The London Plan.

26. Hours of work

There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors and in accordance with policy 7.15 of The London Plan and policy BN.11 of the Local Plan.

27. Plant noise

Prior to the first use or occupation of the development, a competent person shall have ensured that the rating level of noise emitted from the site's plant, equipment and machinery shall not exceed 10dBA above the background levels determined at all boundaries near to noise-sensitive premises. The assessment shall have been made in accordance with the current version of British Standard 4142 and confirmation of the findings of the assessment shall have been submitted to, and approved in writing by, the Local Planning Authority; and shall be adhered to thereafter.

Reason: To ensure that the development hereby permitted is not detrimental to the amenity of the surrounding area by reason of undue noise emission and/or unacceptable disturbance, in accordance with policy 7.15 of The London Plan and policy BN.11 of the Local Plan.

28. Detailed drawings

Prior to commencement of any superstructure works the following detailed drawings shall have been submitted to the Local Planning Authority and approved in writing:

Detailed drawings including sections, at a scale to be agreed with the Local Planning Authority, detailing the following:

- parapets;
- means of access to the roof;
- fenestration, including heads, sills and jambs;
- ground floor gates (which must have a minimum height of 2.4m)
- any other boundary treatment;
- roof lights to the basement;

- the location of any signage;

The development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that a high quality of design and detailing and in accordance with policies 7.4, 7.5 and 7.6 of The London Plan and policy BN.1 and 1.2 of the Local Plan.

29. Highways works

The Development shall not be occupied until the following highways works have been delivered to the reasonable satisfaction of the Local Planning Authority (in consultation with the Highways Authority):

- a) Removal of redundant vehicle crossovers;
- b) Reinstatement of the footway and any improvements to the footway and public realm reasonably required by the highway authority;
- c) Provision of a dropped kerb to aid waste collection.

Reason: To ensure that the works to the highways are completed to an acceptable standard and in accordance with policy BN.1 of the Local Plan.

Informatives:

1. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.
2. Surface Water Drainage: It is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water, it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921.
3. There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted for extensions to existing buildings. The applicant is advised to visit thameswater.co.uk/buildover.
4. Thames Water requests that the Applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.
5. Condition 23 Informative: Written schemes of investigation must be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

6. The applicant is advised that an agreement with the London Borough of Tower Hamlets pursuant to section 278 of the Highways Act 1980 will be required in relation to the highways works identified in condition 29.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined to an extended timeframe that agreed with the applicant.

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this:

Anthony Hollingsworth
Director of Planning Policy and Decisions
London Legacy Development Corporation

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

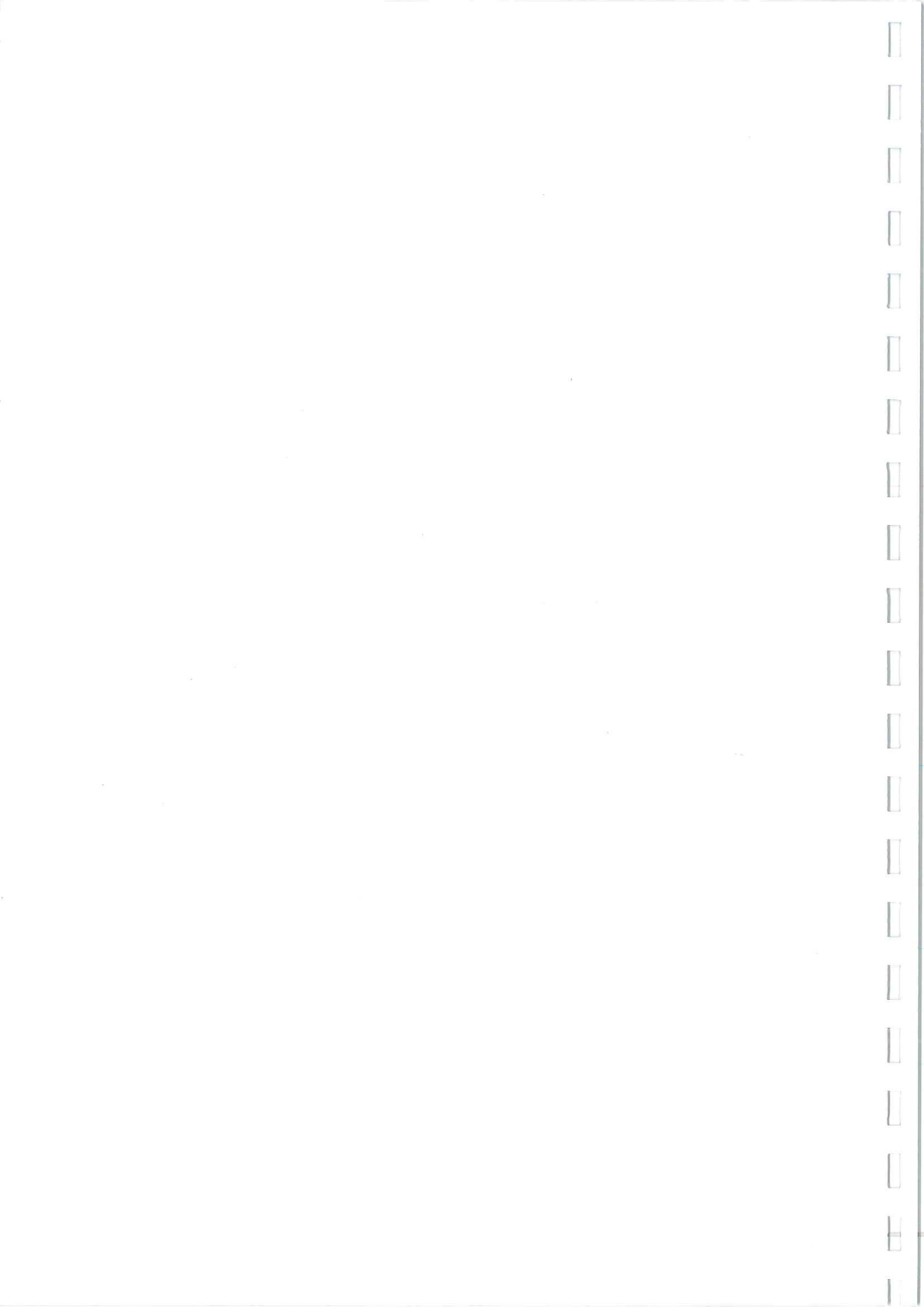
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

APPENDIX 3

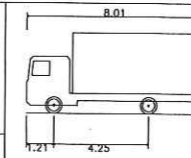
APPENDIX D TRANSPORT STATEMENT





12 Greenway Farm | Bath Road | Wick | Bristol | BS30 5RL
 TELEPHONE : 0117 937 4077

| | | | |
|---|---------------------|-------------|--|
| PROJECT TITLE 55-69 ROTHBURY ROAD | | | |
| DRAWING TITLE PROPOSED SERVICING ARRANGEMENTS | | | |
| DATE 15.11.2016 | SCALE 1:500 AT A4 | STATUS | |
| DRAWN DJA | CHECKED RF | APPROVED RF | |
| DRG SIZE A4 | DRAWING NUMBER SK01 | REV - | |



7.5t Box Van
 Overall Length 8.010m
 Overall Width 2.100m
 Overall Body Height 3.556m
 Min Body Ground Clearance 0.351m
 Track Width 2.064m
 Lock to lock time 4.00s
 Kerb to Kerb Turning Radius 7.400m

19

W
 RE