

54
P0954.11
former
Lambert School

THIS AGREEMENT is made the 4th day of January Two Thousand and ~~Eleven~~ Twelve

BETWEEN

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford ("the Council") of the first part

2. **PERSIMMON HOMES LIMITED** (company registration number **4108747**) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("the Developer") of the second part

WHEREAS:-

- A. The Council is the local planning authority for the area in which the Land hereinafter described in Schedule One is situate and by whom the obligation is enforceable.

- B. The Council is registered at HM Land Registry as proprietor with Absolute Title under title number EGL559213 of the Land described in Schedule One ("the Land").

- C. The Developer has by a written application dated the 23rd day of June 2011 applied to the Council under reference P0954.11 for planning permission under the Town and Country Planning Act 1990 (hereinafter called "the 1990 Act") for the carrying out of development on the Land comprising the redevelopment of the Land to create 35 No. 3 bedroom dwellings, plus associated roads, paths, car parking, garages and landscaping ("the Proposed Development").

- D. The Developer has entered into a contract with the Council dated 17th June 2011 conditional upon the grant of planning permission for the acquisition of the freehold of the Land.

- E. The Council acknowledges that the legal estate to the Land shall be bound by the terms of this Agreement.
- F. The Council consider that planning permission for the Proposed Development could be granted subject to certain conditions and for this purpose the parties have agreed to enter into this Agreement in the manner following.

NOW THIS DEED WITNESSETH as follows:-

DEFINITIONS

1. In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings :

"Accrued Interest"	Interest accruing on a daily basis on the balance of the Highways Contribution and the Health Care Contribution at base rate for the time being of the Bank of England
"Affordable Housing Units"	4 Dwelling Units to include 1 unit for Intermediate Tenure and 3 units for Affordable Rent in partnership with a Registered Social Landlord or such other mix of Affordable Housing as shall be agreed between the Council and the Developer with the Council to receive 100% of the nomination rights which shall be subject to the sub regional nomination arrangements confirmed in the East London Housing Partnership (or its successor)

"Affordable Rent"	a rent of up to 80 per cent of local market rents inclusive of any applicable service charges
"Agreement"	this Deed of Agreement
"BCIS Index"	Indexation by reference to the Building Cost Information Services All-In Tender Price Index or any successor to that Index
"Chargee"	any mortgagee or chargee of the Registered Social Landlord or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Commencement of the Proposed Development"	the carrying out of a material operation as defined in Section 56(4) of the Town and Country Planning Act 1990 pursuant to the Planning Permission save that (entirely without prejudice to the provisions of the Planning Permission) the following works shall not comprise Commencement of the Proposed Development: site survey and clearance works, demolition of the existing buildings, archaeological and other site investigation, the assessment and remediation of contamination, the erection of

	temporary or security fencing, disconnecting and diverting and laying services, installing signage or digging boreholes or trial pits and "Proposed Development" shall be construed accordingly.
"Contribution Notice Form"	A form annexed at Schedule 3 which must be completed and sent to the Council 14 days before payment of the Highways Contribution and/or the Health Care Contribution
"Dwelling Unit"	a dwelling unit situated within the Proposed Development
"Health Care Contribution"	the sum of £12,250.00 to be used for increasing the local health care provision in the vicinity of the Proposed Development, such sums shall increase in line with the monthly BCIS Index, or any successor to such index, starting from and including the month in which this Agreement is completed.
"Highways Contribution"	the sum of £35,000 to be used by the Council for a review of parking restrictions in the locality of the Proposed Development together with a street light upgrade and possible footway improvements all within 500

	metres of the Land such sum increasing in line with the BCIS or any successor to such index
Intermediate Tenure	Shared Ownership or other such housing at prices and rents above those of social rent, but below market price or rents, and which meet the criteria for affordable rented housing as set out in Government Guidance: Annex B: Definitions Planning Policy Statement 3 (PPS3): Housing. These can include shared equity products, other low cost homes for sale and intermediate rent but does not include affordable rented housing
Nomination Agreement	an agreement between the Council and a Registered Social Landlord outlining the Council's nomination rights in respect of the Proposed Development
"Occupation"	occupation of any Dwelling Unit for any purpose permitted by the Planning Permission but excluding occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security

	operation "Occupy", "Occupied" and "Occupier" shall be construed accordingly.
"Open Market Units"	those 31 Dwelling Units to be built pursuant to the Planning Permission which are not Affordable Housing Units
"Plan"	Plan PH111-011 annexed hereto
"Planning Permission"	the full permission granted by the Council under reference P0954.11 a substantial draft of which is annexed hereto at Schedule 4
"Practical Completion"	the issue of a certificate of practical completion by the Developer's architect or in the event that the Proposed Development is constructed by a party other than the Developer the issue of a certificate of practical completion by that other party's architect and "Practically Complete" shall be construed accordingly
"Protected Tenant"	any tenant who: a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force of a particular Affordable

	<p>Housing Unit</p> <p>b) has exercised any statutory right to buy in respect of a particular Affordable Housing Unit</p> <p>c) has been granted a Shared Ownership lease by a Registered Social Landlord (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Social Landlord) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Social Landlord all the remaining share so that the tenant owns the entire Affordable Housing Unit</p>
<p>"Registered Social Landlord"</p>	<p>a registered social landlord or registered provider of social housing within the meaning of the Housing Act 1996 (and any amendment re-enactment or successor provision including the Housing and Regeneration Act 2008) registered with the Homes and Communities Agency or the Office for Tenants and Social Landlords (or any successor authority thereto) or any other company or body involved in the provision of affordable housing as approved in writing by the Council</p>

"S106 Notice Form"	a form annexed at Schedule 2 which must be completed and sent to the Council 14 days before: a) Commencement of the Proposed Development; b) Occupation of the 1 st Dwelling Unit; and c) Occupation of the 20 th Open Market Dwelling Unit
"Shared Ownership"	Affordable Housing purchased on a shared equity basis whereby not more than 50% and not less than 25% of the equity is initially sold to the purchaser by the Registered Social Landlord with power to the purchaser to increase their degree of ownership up to 100%

1 Construction

- 1.1 Where in this Agreement reference is made to a clause, paragraph, schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, plan or recital to or in the case of a plan attached to this Agreement.
- 1.2 Reference in this Agreement to Developer shall include reference to successors in title.
- 1.3 Reference in this Agreement to Council shall include its successors (in so far as relevant) as local planning authority.
- 1.4 Reference in this Agreement to singular shall include plural and vice versa.

- 1.5 Reference in this Agreement to male shall include the female and vice versa.

2. **Legal Basis**

This Agreement made in pursuance of Section 106 of the Town and Country Planning Act 1990 as substituted by Section 12(1) of the Planning and Compensation Act 1991 and Section 16 of the Greater London Council (General Powers) Act 1974 and of all the other powers statutory or otherwise enabling the parties hereto in that behalf and this Agreement is made with the intent so as to bind (so far as may be) the said Land and each and every part thereof into whosoever hands the same may come.

3. **Developers Covenants**

- 3.1 The Developer hereby covenants with the Council that following the completion of the purchase of the freehold interest in the Land the Developer will enter into a further deed pursuant to Section 106 of the Act if the Council so requires to confirm that the planning obligations herein contained shall be binding on all of the Developer's successors in title to the Land and all persons deriving title from the freehold interest in the Land.
- 3.2 The Developer hereby covenants with the Council subject to the Developer Commencing the Proposed Development and the Council agrees that these obligations shall bind the legal estate of the Land as if the Developer were the owner of the legal estate at the date of this Agreement (but not so to impose any obligation on the Council) as follows:
- (a) to construct the Affordable Housing Units and when Practically Complete transfer the Affordable Housing Units to the Registered Social Landlord for letting / intermediate Housing by the Registered Social Landlord in accordance with the Nomination Agreement

(b) not to permit the Occupation of more than 20 of the Open Market Units until:

(i) the Affordable Housing Units have been transferred to the Registered Social Landlord; and

(ii) the Affordable Housing Units have been completed and are available for letting/shared ownership by the Registered Social Landlord in accordance with the Nomination Agreement

(c) to notify the Council in writing using the Section 106 Notice Form 14 days before:

(i) commencement of the Proposed Development

(ii) the Occupation of the 1st Open Market Dwelling Unit

(iii) the Occupation of the 20th Open Market Dwelling Unit

3.3 The Developer shall use the Contribution Notice Form to notify the Council of payment of the Highways Contribution and the Health Care Contribution.

3.4 The provisions of this Deed shall be enforceable by the Council against the Developer but the Developer save for any antecedent breach shall not be liable to the Council for any breach of the provisions committed after it has parted with its freehold interest in the Land **PROVIDED THAT** the provisions of this Deed shall not be enforceable against the purchaser or occupier of any individual Dwelling Unit.

4. **The Registered Social Landlord**

4.1 Clause 3.1 hereof:

(a) shall not bind any Protected Tenant or purchaser from a Protected Tenant or their respective mortgagees;

- (b) shall not bind any mortgagee of a Registered Social Landlord or any mortgagee of an occupier of an Affordable Housing Unit or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities for the purpose of providing the Affordable Housing;
- (c) shall not bind any purchaser from such person; and
- (d) shall cease to apply in respect of :
 - (i) any Shared Ownership unit where the tenant has staircased to 100% of the equity in such unit;
 - (ii) any Affordable Housing Unit where the tenant has acquired pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 16 of the Housing Act 1996 or any similar or substitute statutory right applicable.

4.2

- (a) Any mortgagee/chargee or receiver of any such mortgagee or chargee of a Registered Social Landlord shall prior to seeking to dispose of the Affordable Housing Unit or Affordable Housing Land pursuant to any default under the terms of its mortgage or charge give not less than 3 months' prior notice to the Council of its intention so to dispose.
- (b) In the event that the Council responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard it as Affordable Housing then the mortgagee or other person referred to in clause 4.2(i) shall co-operate with such arrangements and use its best endeavours to secure such transfer so the Affordable Housing

Units can be let at Affordable Rent pursuant to Government Guidance in Planning Policy Statement 3 (PPS3): Housing.

- (c) If the Council does not serve its response to the notice served under sub-clause (i) above within 2 months of receipt then the mortgagee or other person referred to in clause 4.2(i) shall be entitled to dispose free of any restrictions imposed by this Agreement on the occupation or disposal of that Affordable Housing Unit.
- (d) If the Council or any other person cannot within 3 months of the date of service of its response under sub-clause (ii) above secure such transfer provided that the mortgagee, chargee or receiver as the case may be uses its best endeavours to affect a transfer then provided that mortgagee or other person referred to in paragraph 4.2(i) shall have complied with its obligations under sub-clause (ii) above it shall be entitled to dispose free of any restrictions imposed by this Agreement on the occupation or disposal of that Affordable Housing Unit.

5. **Payments**

- 5.1 Prior to the Commencement of the Proposed Development the Developer shall pay to the Council the Highways Contribution in cleared funds.
- 5.2 Prior to the Occupation of the Proposed Development the Developer shall pay to the Council the Health Care Contribution in cleared funds.
- 5.3 Prior to completion of this Agreement the Developer shall pay the Council the sum of £1,500.00 in cleared funds towards the Council's costs in preparing this Agreement.
- 5.4 Prior to completion of this Agreement the Developer shall pay the Council the sum of £2,132.00 in cleared funds towards the Council's costs of monitoring the obligations contained in this Agreement.

6. **Council's Covenants**

6.1 The Council agrees with the Developer:

- (a) not to use or permit the use of the Highways Contribution for any purpose other than for securing highways improvements to be carried out within 500 meters of the Land which will include a review of parking restrictions, the upgrading of street lighting and possible footway improvements;
- (b) to repay on demand to the Developer together with any Accrued Interest any part of the Highways Contribution which is not spent on or committed to the carrying out of the said purposes within 5 years of the date of receipt by the Council of the contribution;

provided that if the Council has entered into a contract prior to the expiry of the 5 year period in respect of matters which relate to the Highways Contribution the period shall be extended until completion of the contract or payment of the final account under the contract whichever is later.

7. **Notices**

7.1 Any notice or communication required to be given by the Developer, or the Council under the terms of this Agreement shall be in writing and sent to the relevant addressee by pre-paid registered post as follows:

- (a) in the case of the Developer addressed to the Managing Director, Persimmon Homes (Essex) Ltd, 10 Collingwood Road, Witham, Essex CM8 2EA or such other recipient or address as may be notified in writing by the Developer to the Council from time to time;

- (b) in the case of the Council addressed to the Assistant Chief Executive, London Borough of Havering, Town Hall, Main Road, Romford, Essex RM1 3BD or such other recipient or address as may be notified in writing by the Council to the Developer from time to time.

8. Arbitration

- 8.1 Any unresolved disputes or differences arising between the parties as to their respective rights, duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall be referred to arbitration by a single arbitrator to be agreed on by the parties or, failing agreement, nominated on the application of either party by the President of the Royal Institution of Chartered Surveyors, and such reference to arbitration shall be subject to the provision of the Arbitration Act 1996.
- 8.2 The Parties may agree any other method of alternative dispute resolution notwithstanding the rights agreed in clause 8.1 in seeking to resolve any matter in dispute arising from this Agreement.

9. Local Land Charge

This Agreement is a local land charge and shall be registered as such by the Council.

10. Debt Due

Any sum payable to the Council under the terms of this Agreement shall be deemed to be a debt due to the Council and without prejudice to any other remedy available to the Council shall be recoverable as such.

11. **Third Party Rights**

The Parties agree that unless expressly stated to the contrary nothing in this Agreement shall create any rights in favour of a person pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. **Waiver**

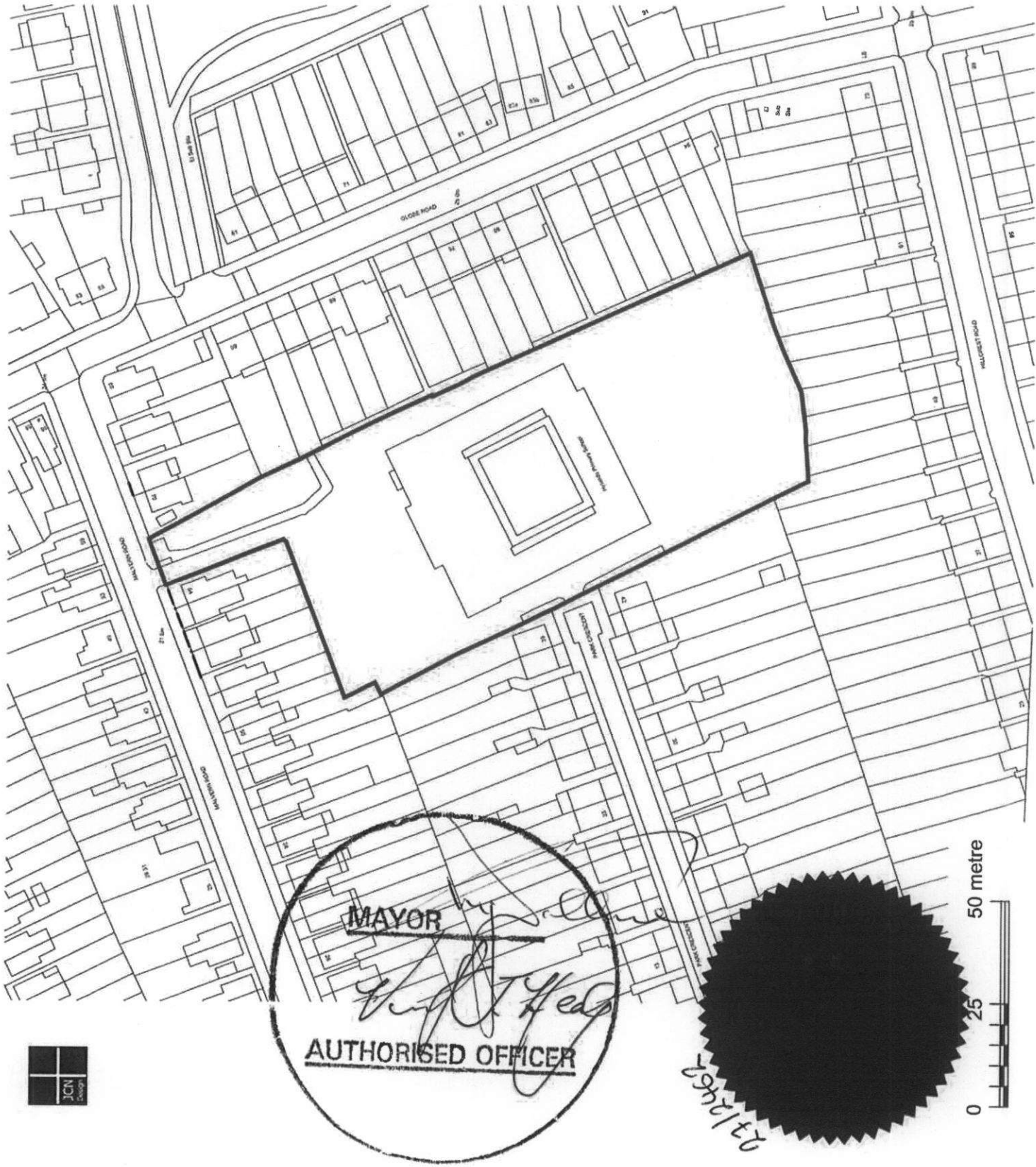
No waiver (whether expressed or implied) by the Council or any breach or default by the Developer in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Developer.

13. **Law**

This Agreement is governed by and is to be interpreted in accordance with the laws of England and Wales.

SCHEDULE ONE

All that piece or parcel of land known as former Edwin Lambert School,
Malvern Road, Hornchurch shown edged red on the Plan.



North

[Handwritten signatures]

Application Boundary

Project:
Former Edwin Lambert
School, Malvern Road,
Hornchurch, Essex

Description:
Location Plan

PERSIMMON

PERSIMMON HOMES (ESSEX) LIMITED
10 Collingwood Road
Witham
Essex
CMB 2EA

Tel: 01376 - 518811
Fax: 01376 - 321143

Date:
May 2011

Scale:
1:1250 @A4

Drawn by:
PH11-011

Revised:
00

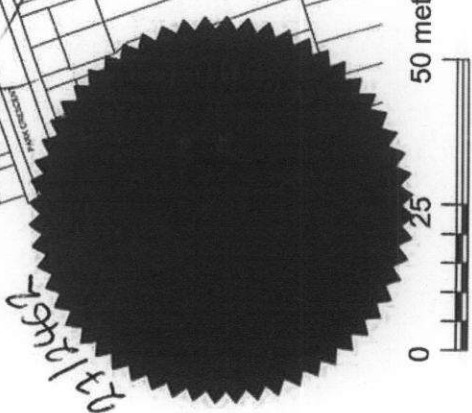
www.persimmon.co.uk - info@persimmon.co.uk - 01376 572377



MAYOR

[Signature]

AUTHORISED OFFICER



SCHEDULE TWO

To: -

Date: -

The s106 Monitoring Officer
Planning Services
London Borough of Havering
Mercury House
Mercury Gardens
Romford
Essex RM1 3BD

Name of Development

Planning Reference

Developers / Owners Name

Address.....

.....

.....

.....

In accordance with the terms of the s106 Agreement dated
we hereby give formal notification to you that:-

- a) Commencement of the Proposed Development will take place on
- b) Occupation of the 1st Dwelling Unit will take place on
- c) Occupation of the 20th Open Market Dwelling Unit will take place on

SCHEDULE THREE

To: -

Date: -

The s106 Monitoring Officer
Planning Services
London Borough of Havering
Mercury House
Mercury Gardens
Romford
Essex RM1 3BD

Name of Development
Planning Reference
Developer/Owner Name -
Address
.....
.....

Contribution being paid

Highways Contribution £.....(Including Indexation)
Health Care Contribution £.....(including Indexation)
Total sum enclosed by cheque £.....

OR

Total sum being sent by BACS Transfer on (Date) to account:-
Bank National Westminster Bank PLC, Romford Town Centre Branch, 10
South Street, Romford RM1 1RD
Sort Code:- 60-18-01
Account Number:- 14871734
Account Name:- London Borough of Havering General Account

NB. Where payments are being made by BACS transfer this proforma must still be completed and returned to the S106 Monitoring Officer.

SCHEDULE FOUR



LONDON BOROUGH OF HAVERING
TOWN AND COUNTRY PLANNING ACT 1990

To: Mr Michael Smith-JCN Design Ltd.
2 Exchange Court
London Road
Feering
Colchester
CO5 9FB

Persimmon Homes
10 Collingwood Road
Witham
Essex
United Kingdom
CM8 2EA

T

F

APPLICATION NO: P0954.11

In pursuance of their powers as Local Planning Authority, the Council have considered your application and have decided to **GRANT PLANNING PERMISSION** for the following development :

Proposal: Demolition of existing buildings and redevelopment of the site to create 35 No. three bedroom houses, plus associated roads, paths, car parking, garages and landscaping.
revised plans rcvd 15/8, rev & additional plans rcvd 26/8

Location: Former Edwin Lambert School
Malvern Road
Hornchurch

A

The above decision is based on the details in drawing(s):

- JCN 1037 11 revision A
- PH111-006 revision E
- PH111-007 revision E
- PH111-008 revision E
- PH111-009 revision D
- PH111-010 revision C
- PH111-011
- PH111-03-01
- PH111-03-02 revision B
- PH111-03-03
- PH111-03-04 revision A
- PH111-03-02
- PH111-03-03 revision A
- PH111-03-04
- PH111-50-05
- PH111-50-06
- PH111-50-07

R

D

The above decision is based on the details in drawing(s):

PH111-50-08
PH111-50-09
PH111-50-10 revision A
PH111-50-11 revision C
PH111-50-12 revision C
PH111-50-13 revision A
PH111-50-14
PH111-50-15 revision A
PH111-50-16

subject to compliance with the following condition(s):

- 1 The development to which this permission relates must be commenced not later than three years from the date of this permission.

Reason:-

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 2 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans, particulars and specifications.

Reason:-

The Local Planning Authority consider it essential that the whole of the development is carried out and that no departure whatsoever is made from the details approved, since the development would not necessarily be acceptable if partly carried out or carried out differently in any degree from the details submitted. Also, in order that the development accords with Development Control Policies Development Plan Document Policy DC61.

- 3 Before the buildings hereby permitted are first occupied, the areas set aside for car parking shall be laid out and surfaced to the satisfaction of the Local Planning Authority and retained permanently thereafter for the accommodation of vehicles visiting the site and shall not be used for any other purpose.

Reason:-

To ensure that car parking accommodation is made permanently available to the standards adopted by the Local Planning Authority in the interest of highway safety, and that the development accords with the Development Control Policies Development Plan Document Policy DC33.

4 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 the garage(s)/carport(s) hereby permitted shall be made permanently available for the parking of private motor vehicles and not for any other purpose including living accommodation or any trade or business. T

Reason:-

To provide satisfactory off-street parking at the site, and that the development accords with the Development Control Policies Development Plan Document Policy DC61

5 Before any of the development hereby permitted is commenced, samples of all materials to be used in the external construction of the building(s) shall be submitted to and approved in writing by the Local Planning Authority and thereafter the development shall be constructed with the approved materials. F

Reason:-

To ensure that the appearance of the proposed development will harmonise with the character of the surrounding area and comply with Policy DC61 of the Development Control Policies Development Plan Document.

6 No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping, which shall include indications of all existing trees and shrubs on the site, and details of any to be retained, together with measures for the protection in the course of development. All planting, seeding or turfing comprised within the scheme shall be carried out in the first planting season following completion of the development and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local Planning Authority. A

Reason:-

In accordance with section 197 of the Town and Country Planning Act 1990 and to enhance the visual amenities of the development, and that the development accords with the Development Control Policies Development Plan Document Policy DC61 R

7 Prior to the commencement of the development hereby approved the trees to be retained on site shall be protected in accordance with the appropriate recommendations contained in British Standard 3998:1989 (Tree Works) to the satisfaction of the Local Planning Authority. D

Reason: To protect the trees on site in the interests of amenity and to accord with Policy DC61 of the LDF Development Control Policies Development Plan Document.

8 Prior to the first occupation of the development hereby permitted, provision shall be made for the storage of refuse and recycling awaiting collection according to details which shall previously have been agreed in writing by the Local Planning Authority. **T**

Reason: In the interests of amenity of occupiers of the development and also the visual amenity of the development and the locality generally, and in order that the development accords with the LDF Development Control Policies Development Plan Document Policy DC61.

9 Prior to completion of the works hereby permitted, cycle storage of a type and in a location previously submitted to and agreed in writing by the Local Planning Authority shall be provided and permanently retained thereafter. **F**

Reason: In the interests of providing a wide range of facilities for non-motor car residents, in the interests of sustainability and in order that the development accords with the LDF Development Control Policies Development Plan Document Policy DC36.

10 Prior to the commencement of the development hereby approved, details of proposed boundary treatment, including details of all boundary treatment to be retained and that to be provided, shall be submitted to and agreed in writing by the Local Planning Authority. The development shall then be carried out in accordance with the agreed details and the boundary treatment retained thereafter. **A**

Reason: In the interests of privacy and amenity and to accord with Policies DC61 and DC63 of the LDF Development Control Policies Development Plan Document.

11 Prior to the commencement of the development hereby approved a full and detailed application for the Secured by Design award scheme shall be submitted to the Local Planning Authority, setting out how the principles and practices of the Secured by Design Scheme are to be incorporated. Once approved in writing by the Local Planning Authority in consultation with the Housing Crime Prevention Design Advisor the development shall be carried out in accordance with the agreed details. **R**

Reason: In the interest of creating safer, sustainable communities and to reflect guidance in PPS1 and Policies CP17 and DC63 of the LDF Core Strategy and Development Control Policies Development Plan Document.

D

- 12 Prior to the commencement of the development a scheme for the lighting of external areas of the development including the access road shall be submitted to and approved in writing by the local planning authority. The scheme of lighting shall include details of the extent of illumination together with precise details of the height, location and design of the lights. The approved scheme shall then be implemented in strict accordance with the agreed details prior to the occupation of the development and retained thereafter to the satisfaction of the Local Planning Authority.

Reason: In the interests of highway safety and amenity. Also in order that the development accords with Policies DC32 and DC61 of the LDF Development Control Policies Development Plan Document.

- 13 Prior to the commencement of the development a method statement shall be submitted to and approved in writing by the Local Planning Authority outlining details of how the proposed ecological scoping survey recommendations and associated habitat enhancement measures will be implemented within the development. The development shall thereafter be carried out in accordance with the agreed details.

Reason: In order to ensure that the proposed development has an acceptable impact on biodiversity and in order that the development accords with the LDF Development Control Policies Development Plan Document Policies DC58 and DC59.

- 14 No construction works or deliveries into the site shall take place other than between the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 hours on Saturdays unless agreed in writing with the Local Planning Authority. No construction works or deliveries shall take place on Sundays, Bank or Public Holidays unless otherwise agreed in writing by the Local Planning Authority.

Reason:-

To protect residential amenity, and in order that the development accords with the Development Control Policies Development Plan Document Policy DC61.

- 15 Before the development hereby permitted is first commenced, wheel scrubbing/wash down facilities to prevent mud being deposited onto the public highway during construction works shall be provided on site in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. The approved facilities shall be retained thereafter and used at relevant entrances to the site throughout the duration of construction works.

Reason:-

In order to prevent materials from the site being deposited on the adjoining public highway, in the interests of highway safety and the amenity of the surrounding area, and in order that the development accords with the Development Control Policies Development Plan Document Policies DC61 and DC32.

16 Before development is commenced, a scheme shall be submitted to and approved in writing by the Local Planning Authority making provision for a Construction Method Statement to control the adverse impact of the development on the amenity of the public and nearby occupiers. The Construction Method statement shall include details of:

- a) parking of vehicles of site personnel and visitors;
- b) storage of plant and materials;
- c) dust management controls;
- d) measures for minimising the impact of noise and ,if appropriate, vibration arising from construction activities;
- e) predicted noise and, if appropriate, vibration levels for construction using methodologies and at points agreed with the Local Planning Authority;
- f) scheme for monitoring noise and if appropriate, vibration level using methodologies and at points agreed with the Local Planning Authorities;
- g) siting and design of temporary buildings;
- h) scheme for security fencing/hoardings, depicting a readily visible 24-hour contact number for queries or emergencies;
- i) details of disposal of waste arising from the construction programme, including final disposal points. The burning of waste on the site at any time is specifically precluded.

And the development shall be carried out in accordance with the approved scheme and statement.

Reason:-

To protect residential amenity, and in order that the development accords the Development Control Policies Development Plan Document Policy DC61.

D

R

17

Prior to the commencement of any works pursuant to this permission the developer shall submit for the written approval of the Local Planning Authority the Phase I Report having already been submitted to and approved in writing by the Local Planning Authority:

a) A Phase II (Site Investigation) Report if the Phase I Report confirms the possibility of a significant risk to any sensitive receptors. This is an intrusive site investigation including factors such as chemical testing, quantitative risk assessment and a description of the site ground conditions. An updated Site Conceptual Model should be included showing all the potential pollutant linkages and an assessment of risk to identified receptors.

b) A Phase III (Risk Management Strategy) Report if the Phase II Report confirms the presence of a significant pollutant linkage requiring remediation. The report will comprise two parts:

Part A - Remediation Scheme, which will be fully implemented before it is first occupied. Any variation to the scheme shall be agreed in writing to the Local Planning Authority in advance of works being undertaken. The Remediation Scheme is to include consideration and proposals to deal with situations where, during works on site, contamination is encountered which has not previously been identified. Any further contamination shall be fully assessed and an appropriate remediation scheme submitted to the Local Planning Authority for written approval.

Part B - Following completion of the remediation works a 'Validation Report' must be submitted demonstrating that the works have been carried out satisfactorily and remediation targets have been achieved.

c) If during development works any contamination should be encountered which was not previously identified and is derived from a different source and/or of a different type to those included in the contamination proposals, then revised contamination proposals shall be submitted to the LPA; and

d) If during development work, site contaminants are found in areas previously expected to be clean, then their remediation shall be carried out in line with the agreed contamination proposals.

For further guidance see the leaflet titled, 'Land Contamination and the Planning Process'.

Reason: To protect those engaged in construction and occupation of the development from potential contamination. Also in order that the development accords with the LDF Development Control Policies Development Plan Document Policy DC53.

D

18 No development shall be commenced until the developer has provided a copy of the Interim Code Certificate confirming that the development design achieves a minimum Code for Sustainable Homes Level 3 rating. The development shall thereafter be carried out in full accordance with the agreed Sustainability Statement. Before the proposed development is occupied the Final Code Certificate of Compliance shall be provided to the Local Planning Authority in order to ensure that the required minimum rating has been achieved.

Reason: In the interests of energy efficiency and sustainability in accordance with Policy DC49 of the LDF Development Control Policies Development Plan Document and the London Plan.

19 Any renewable energy system shall be installed in strict accordance with the agreed details and operational to the satisfaction of the Local Planning Authority prior to the occupation of any part of the development. Thereafter, it shall be permanently retained.

Reason: In the interests of energy efficiency and sustainability in accordance with Policy DC49 of the LDF Development Control Policies Development Plan Document and the London Plan.

20 The buildings hereby permitted shall be so constructed as to provide sound insulation of 45 DnT,w + Ctr dB (minimum value) against airborne noise to the satisfaction of the Local Planning Authority.

Reason: To prevent noise nuisance to adjoining properties in accordance with the recommendations of Planning Policy Guidance Note 24 'Planning and Noise'.

21 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) Order 2008, Article 3, Schedule 2, Part 1, Classes A to E, no enlargements, improvements or other alteration shall take place to the dwellinghouses and no outbuildings or other means of enclosures shall be erected within the rear garden areas of the dwellinghouses unless permission under the provisions of the Town and Country Planning Act 1990 has first been sought and obtained in writing from the Local Planning Authority.

Reason: In the interests of amenity and to enable the Local Planning Authority to retain control over future development, and in order that the development accords with the LDF Development Control Policies Development Plan Document Policy DC61.

D

22 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, no window or other opening (other than those shown on the submitted plan,) shall be formed in the flank wall(s) of the building(s) hereby permitted, unless specific permission under the provisions of the Town and Country Planning Act 1990 has first been sought and obtained in writing from the Local Planning Authority. **T**

Reason:-

In order to ensure a satisfactory development that will not result in any loss of privacy or damage to the environment of neighbouring properties which exist or may be proposed in the future, and in order that the development accords with Development Control Policies Development Plan Document Policy DC61. **F**

23 Prior to the commencement of the development details of the existing ground levels and the proposed finished ground levels of the site, shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details. **F**

Reason: To ensure that the work is carried out at suitable levels in relation to the highway and adjoining land having regard to drainage, gradient of access, amenities of adjoining properties, and appearance of the development. Also in order that the development complies with Policy DC61 of the LDF Development Control Policies Development Plan Document. **A**

INFORMATIVES

1. The applicant is advised that planning approval does not constitute approval for changes to the public highway. Highway approval will only be given after suitable details have been submitted, considered and agreed. Please contact the StreetCare Service (Traffic and Engineering section) to commence the submission/licence approval process. **R**

2. In aiming to satisfy conditions 10, 11 and 12 above, the applicant should seek the advice of the Borough Crime Prevention Design Advisor. He can be contacted through either via the London Borough of Havering Planning Control Service or Romford Police Station, 19 Main Road, Romford, Essex, RM1 3BJ.

3. Reason for Approval:

D The proposal is considered to be in accordance with Policies CP1, CP2, CP9, CP10, CP15, CP16, CP17, CP18, DC2, DC3, DC7, DC20, DC30, DC32, DC33, DC34, DC36, DC40, DC48, DC49, DC50, DC51, DC52, DC53, DC55, DC58, DC59, DC60, DC61, DC63, DC70 and DC72 of the Local Development Framework Core Strategy and Development Control Policies Development Plan Document. The proposal is considered to accord with Policy DC6 as the amount of affordable housing provision has been justified through the submission of a viability appraisal, which has been independently tested and found to be sound.

The proposal also accords with the provisions of Policies 3.3, 3.4, 3.6, 3.8, 3.9, 3.13, 5.3, 5.7, 5.12, 5.13, 5.16, 5.21, 6.1, 6.9, 6.10, 7.3, 7.4, 7.6, 7.8, 7.14, 7.15, 7.19 8.2 of the London Plan. The application proposes car parking at a level greater than that set out in policy 6.13 however the amount is considered to be justified given the relatively low PTAL level of the site. A number of the proposed houses within the development would fall below the internal space standards set out in Policy 3.5 however staff consider that the proposed houses would provide a decent quality living environment for future occupiers. The application does not comply with Policy 5.2 of the London Plan in that the sustainability element of the development is not equivalent to Code Level 4. The development does however envisage achieving Code for Sustainable Homes Level 3. Given the London Plan policy has been adopted post-submission of the scheme and compliance with local sustainability policies, this is considered acceptable in this case. The proposal is considered to be consistent with Policy 3.9 and Policy 3.12, which require the maximum reasonable amount of affordable housing to be sought. A development viability appraisal has been submitted with the application, justifying the amount of affordable housing provided.

4. Planning Obligations

The planning obligations recommended in this report have been subject to the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 and the obligations are considered to have satisfied the following criteria:-

- a) Necessary to make the development acceptable in planning terms;
- b) Directly related to the development; and
- c) Fairly and reasonably related in scale and kind to the development.

Dated:



Patrick Keyes
Head of Development and Building Control
London Borough of Havering
Mercury House, Mercury Gardens
Romford RM1 3SL



IMPORTANT - attention is drawn to the notes overleaf

**NOTES IN CONNECTION WITH APPROVAL OF APPLICATIONS SUBJECT TO CONDITIONS
OR REFUSAL OF APPLICATIONS FOR PLANNING PERMISSION**

- (1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or to grant permission or approval subject to conditions, an appeal may be made to the First Secretary of State at the Department for Communities and Local Government in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. However, if an enforcement notice is subsequently served relating to the same or substantially similar land and development and you want to appeal you must do so within 28 days of the service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the Planning Inspectorate's web site, www.planning.inspectorate.gov.uk

- (2) When submitting the completed appeal form to the Planning Inspectorate, it should be sent to Planning, London Borough of Havering, 7th Floor Mercury House, Mercury Gardens, Romford, RM1 3SL. The First Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise these powers unless there are special circumstances which excuse the delay in giving notice of appeal. The First Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. Where the decision of the local planning authority is based upon a direction from the First Secretary, it is not the practise to refuse to accept appeals solely because of this direction.

- (3) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the First Secretary of State, and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, a purchase notice may be served on the London Borough of Havering requiring the council to purchase the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.

- (4) In certain circumstances, a claim may be made against the local planning authority for compensation where there has been an appeal or where an application has been referred to the First Secretary, and where planning permission is refused or granted subject to conditions. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.

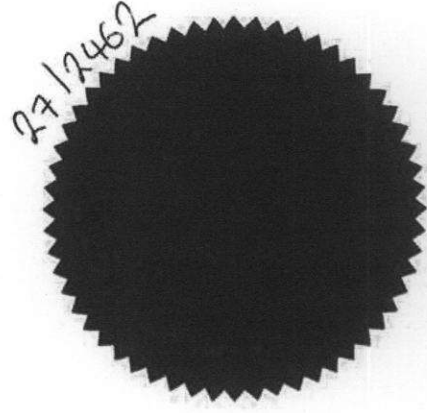
- (5) The statutory requirements are set out in section 79(6) of the Town and Country Planning Act 1990, namely Sections 70, 71 and 72(1) of the Act.

You are reminded that Building Regulations approval may also be required for these works. You must contact the Building Control Manager or Building Inspector to confirm if permission is required.

Note: Following a change in government legislation a fee is now required for the request for Submission of details pursuant to discharge of conditions in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations which came into force from 06/04/2008. A fee of £85 per request (or £25 where the related permission was for extending or altering a dwellinghouse) will be required.

IN WITNESS OF WHICH the Council has hereunto affixed their common seal and the Owner executed this instrument as a Deed in the presence of the persons mentioned the day and year first before written

THE COMMON SEAL of THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH)
OF HAVERING was hereunto affixed in)
the presence of:-)



[Handwritten signature]

Authorised Person

[Handwritten signature]

Authorised Person

EXECUTED AS A DEED by PERSIMMON)
HOMES LIMITED acting by its attorneys)
)
)
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Attorney *[Handwritten signature]*

Attorney *[Handwritten signature]*