

**DATED** *3 August* **2016**

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF LEWISHAM (1)**

- and -

**FAMILY MOSAIC HOME  
OWNERSHIP LIMITED (2)**

- and -

**BRONZEWOOD CONSTRUCTION LIMITED (3)**

**AGREEMENT**

under Section 106 of the Town & Country Planning Act 1990  
relating 43-49 Pomeroy Street London SE14 5BW

Kath Nicholson  
Head of Law  
London Borough of Lewisham  
Town Hall  
Catford  
London SE6 4RU

Ref: PAY/BS84375

This DEED is made the 3<sup>rd</sup> day of August 2016  
BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM** of Town Hall Catford London SE6 4RU ("the Council")
- (2) **FAMILY MOSIAC HOME OWNERSHIP LIMITED** (Community Benefit Society No. IP26804R) of Albion House, 20 Queen Elizabeth Street, London SE1 2RJ ("the First Owner")
- (3) **BRONZEWOOD CONSTRUCTION LIMITED** (Company Registration No. 05889181) of Fairman Law House, Park Terrace, Worcester Park, Surrey KT4 7JZ and of 43A Pomeroy Street, London SE14 5BW ("the Second Owner").

#### WHEREAS

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situate
- (2) The First Owner is registered with title absolute to part of the Land which is registered at the Land Registry under title number TGL231676 subject to the Leasehold Interest
- (3) The Second Owner is registered with title absolute to part of the Land which is registered at the Land Registry under title number TGL107825
- (4) The First Owner has submitted the Application to the Council
- (5) The Council in accordance with powers delegated to its Planning Committee on resolved to grant the Planning Permission in respect of the Land subject to completion of this Deed and without which the Planning Permission would not be granted
- (6) The Council and the First Owner and Second Owner ("the Owners") have agreed to enter into this Deed for the purpose of securing the performance of the obligations set out in Schedules 2 to 6 inclusive

NOW THIS DEED is made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling and WITNESSETH as follows:-

#### Statutory Provisions

1. The obligations on the Owners created by this Deed are planning obligations for the purposes of Section 106 of the Act

#### Enforcing Authority

2. The Council is the local authority by whom the obligations in this Deed are enforceable

#### Coming into Effect

3. The obligations in Schedules 2-6 inclusive to this Deed shall be conditional upon grant of the Planning and Commencement of Development and unless otherwise specified the other provisions in this Deed shall come into effect on the date hereof

#### Effect of this Agreement

4. This Deed shall bind the parties hereto and the Owners' successors in title to each and every part of the Land and assigns but no person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after it has parted with his interest in the Land or the part in respect of which such breach occurs except in respect of any prior or subsisting breach of covenant under the terms of this Agreement

#### Interpretation

5. Except where the context requires otherwise this Deed shall be interpreted in accordance with Schedule 1

#### The Owner's Covenants

6. In respect of the Land, the Owners hereby covenant with the Council as follows:-

- 6.1 to comply with the obligations on its part set out in Schedules 2 to 6 inclusive
- 6.2 to indemnify the Council against all reasonable and proper costs claims actions and demands arising pursuant to this Deed
- 6.3 to give the Council written notice of Commencement of Development at least 7 days prior to its occurrence
- 6.4 prior to Commencement of Development to inform the Council in writing of the name and contact details of the person charged with ensuring compliance with this Deed and keep the Council informed of any changes to those details
- 6.5 to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan; and
- 6.6 unless otherwise agreed with Council in writing not to Commence Development or allow or acquiesce to the Development being Commenced on the Land until either:
  - 6.6.1 the Leasehold Interest has either terminated or surrendered or expired due to effluxion of time and written evidence of this has been produced to the Council; or
  - 6.6.2 the First Owner has procured that the tenant of the Leasehold Interest give to the Council covenants similar to those contained in this Deed (by way of supplemental agreement to vary the parties to this Deed or other such mechanism as may be agreed with the Council in writing)

## The Council's Covenants

7. The Council hereby covenants with the Owners as follows:-

- 7.1 to issue the Planning Permission within 7 days from the date hereof and to enter this Deed on the Register of Local Land Charges where it shall remain for as long as this Deed is of effect
- 7.2 to comply with the obligations on its part set out in Schedules 2 to 6 inclusive in this Deed; and
- 7.3 to repay to the person who made the payment any Financial Contributions or parts of any Financial contributions together with any accrued interest that has not been spent within seven (7) years of the date of payment

## Termination

8. This Deed will determine and cease to have effect if the Planning Permission:

- 8.1 is quashed revoked or otherwise withdrawn at any time;
- 8.2 expires without having been Implemented; or
- 8.3 is superseded by another planning permission (unless in the case of this clause 8.3 the Council and the Owners agree otherwise)

## Invalidity

9. If any provision of this Deed shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties hereunto agree to take all reasonable steps



to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves as far as reasonably practicable the legal social and environmental objectives of the invalid or unenforceable provision

### Notices

10. Where under this Deed any consent approval or application for the same is required to be sought or details request or notice is required to be given or a Financial Contribution is to be made:

10.1 the consent approval or application for the same or details request or notice or the Financial Contribution shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post

10.2 the address for service of any such consent approval or application for the same or details request or notice or Financial Contribution as aforesaid shall:

10.2.1 in the case of the Council in the absence of any indication to the contrary provided for in this Deed be the Head of Planning Services at London Borough of Lewisham 5<sup>th</sup> Floor Laurence House 1 Catford Road London SE6 4SW

10.2.2 in the case of the Owners be the address aforementioned or such other address as notified to the Council in writing by the Owners

### Dispute Resolution

11. If any dispute or difference shall arise between the Council and the Owners as to the construction or meaning of this Deed or their respective rights duties and obligations under this Deed or as to any matter arising out of or in connection with the subject matter of this Deed (Provided Always that where this Deed requires the approval or consent of the Council to be given this clause shall only apply to any

case where such approval or consent of the Council is not to be unreasonably withheld or delayed) then:

- 11.1 the Council or the Owners may serve the other party with the Determination Notice
- 11.2 the Independent Person shall be appointed by agreement between the parties or (if within ten (10) working days after service of the Determination Notice the parties have been unable to so agree) by such one of the following persons as the parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:-
  - 11.2.1 the Chairman for the time being of the Bar Council;
  - 11.2.2 the President for the time being of the Royal Institute of British Architects;
  - 11.2.3 the President for the time being of the Royal Institution of Chartered Surveyors;
  - 11.2.4 the President for the time being of the Institution of Chartered Arbitrators;
  - 11.2.5 the President for the time being of the Institute of Chartered Accountants in England and Wales;
  - 11.2.6 the President for the time being of the Law Society;
  - 11.2.7 the President for the time being of the Institution of Civil Engineers; or
  - 11.2.8 (in each such case) the duly appointed deputy of such President or any other person authorised by him or her to make appointments on his or her behalf
- 11.3 if within fifteen (15) working days after service of the Determination Notice the parties have been unable to agree

which of the persons referred to in clause 11.2 is appropriate to appoint the Independent Person then the Independent Person shall be appointed on the application of any of the parties by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf

11.4 the following provisions shall have effect:-

11.4.1 the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties;

11.4.2 the Independent Person shall give each of the parties at least one opportunity to make representations about the dispute in question and at least one opportunity to make counter or other representations about the other party's representations;

11.4.3 subject always to clause 11.4.2 the procedure to be followed for resolving any dispute which shall have been referred to the Independent Person shall be a matter for the Independent Person

11.4.4 the costs of the Independent Person shall be borne equally by the parties to the dispute or in such other proportions as the Independent Person may direct

#### Rights of Third Parties Exclusion

12. The parties to this Deed do not intend that any of the covenants contained herein shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

#### Local Land Charge



13. It is agreed that this Deed is intended to be enforceable against any person deriving title from or under the Owners and the Council shall register this Deed in its register of Local Land Charges

#### Agreements and Declarations

14. It is hereby agreed and declared as follows:-

14.1 nothing in this Deed shall derogate from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any capacity

14.2 the failure of the Council at any time to require performance by the other parties of any provisions of this Deed shall in no way affect the right of the Council to require performance of that provision


14.3 nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

#### Legal Fees

15. The Owners shall on the date of this Deed pay to the Council the sum of £5,000 towards the legal costs included in the preparation and completion of this Deed

#### Monitoring Contribution

16. The Owners and the Council hereby covenant with each other as follows:

16.1 the Owners shall pay the Monitoring Contribution to the Council *within 28 days* ~~on the date~~ of this Deed; and 

16.2 the Council shall apply the Monitoring Contribution towards the costs it incurs in employing the Monitoring Officer



### Variation

17. The terms of this Deed shall be capable of being varied by a supplemental agreement executed by the parties

### Consents

18. The Owners hereby warrant and confirm that it has obtained all other necessary permissions and consents required from any covenantee or other person to its entering into this Deed

### Payment of Interest

19. It is hereby agreed and declared that in the event of late payment by the Owners of any sums due under this Deed the Owners shall pay interest on such sum at the rate of 4% above the Base Rate from time to time in force of the National Westminster Bank plc from the date such sum falls due to the date of actual payment

### Index Linking

20. Save as otherwise provided:
- 20.1 all obligations which are a Financial Contribution shall be subject to indexation from the Baseline Date to the date on which such Financial Contribution is received;
  - 20.2 indexation shall be applied on the basis of the Relevant Index;
  - 20.3 where the date on which a Financial Contribution becomes due has passed and the obligation to pay that Financial Contribution has not been complied with (whether in whole or in part), that part of the Financial Contribution which remains unpaid shall continue to remain subject to indexation from the Baseline Date until the date that such remaining part of the Financial Contribution is paid to the Council

### Jurisdiction

21. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

#### Financial Contributions

- 22 Where sums of money are to be paid to the Council and applied to the costs of certain works measures or other items then for the avoidance of doubt such costs shall be taken to include and may be applied to all reasonable and proper costs and expenses associated with or incidental to the items in question including (but not being limited to) assessment work on the feasibility of works or measures design fees professional fees management and maintenance costs tendering costs and agreements with third parties (including transport operators and other statutory organisations) and contractors associated with such works measures or other items and the costs of any statutory orders or other consents required in connection with or associated with such works measures or other items

#### Indemnity

- 23 The First Owner shall on demand indemnify the Second Owner on a full indemnity basis against all liabilities arising under or in connection with this agreement including but not limited to the payment by the Second Owner of all or any part of the Financial Contributions, fees, costs, expenses, penalties, interest and any other losses suffered or incurred by the Second Owner.

### Schedule 1 - Interpretation

1. The following words shall have the following meanings except where the context requires otherwise:-

"Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means residential accommodation where the rent or price is reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or families on low incomes or in low paid employment or otherwise defined as essential to the local community or economy who would otherwise not be able to afford it
"Affordable Housing Contribution"	means a sum of monies equal to 50% of the surplus profit over and above Developer's Profit in the Base Financial Appraisal to be used by the Council towards the provision of off-site Affordable Housing
"Affordable Housing Units"	means the 20 (twenty) dwellings to be provided on the Land and occupied as Affordable Housing in accordance with Schedule 2
"Affordable Rent"	means  no more than 80% of the Market Rent for 1 bedroomed units  Between 70-80% of the Market Rent for 2 bedroomed units  No more than 65% of the Market Rent for



3 bedroomed units

in all cases inclusive of any service charge that is payable in respect of the unit such rent to be calculated at the time of letting of the relevant unit

"Application"

means the application for planning permission made by the First Owner on 16 September 2015 and registered by the Council with reference number DC/15/093731 in respect of the Land

"Average Sales Value"

means the average sales value (less incentives) achieved in respect of the Net Internal Area (as shall be such measurement referred to in the relevant sales particulars) of the Private Residential Units expressed in terms of pounds sterling per square foot within such Private Residential Units as calculated by dividing the total value of the sales of such Private Residential Units by the total Net Internal Area of those Private Residential Units

"Base Financial Appraisal"

means the viability assessment by GLAS BIRT Consulting submitted as part of the Application for the Development dated August 2015 as agreed with the Council and the Developer

"Baseline Date"

means the 13 July 2016 (save in relation to the Affordable Housing Contribution (if any such contribution is payable) where it means the date 24 months from the date of this Deed)

"BCIS Index"

means the Building Cost Information

Service All in Tender Price Index as published quarterly or such similar index as may replace it

"Car Club"

means a car club to be operated within the vicinity of the Development in order to enable all residents of the Development to have access to a car on a short term basis as and when required subject to availability

"Commencement of Development" means the carrying out of a material operation as defined in Section 56(4) of the Act PROVIDED THAT:-

- (a) site clearance and site reclamation works
- (b) ground investigation and site remediation works
- (c) archaeological investigation
- (d) construction of boundary fencing or hoardings
- (e) noise attenuation works
- (f) laying and diversion of services and service media and works to or in respect of statutory utilities equipment
- (g) construction of temporary accesses
- (h) landfill gas works
- (i) munitions probing

- (j) any other works or activities required by a condition attached to the Planning Permission to be undertaken at the Land before Implementation may occur

shall not be taken to be a material operation for the purpose of the said Section 56(4) and "Commence Development" (where used) shall be construed accordingly

"Determination Notice"

means a notice served pursuant to clause 11.1 requiring the referral of any dispute or difference between the parties to the Independent Person

"Development"

means the demolition of the existing buildings and the construction of a part six part seven storey building to the front of the Land and the construction of a row of three storey buildings to the rear of the Land comprising in total 441.6m of Class B1 (Business) floorspace and 65 residential units (Class C3)

"Developer's Profit"

means the percentage as agreed between the Council and the Owner as 17.5% on gross development value, as set out in the assumptions within the Base Financial Appraisal.

"Employment and Training Contribution"

means the sum of £59,971.66 (fifty nine thousand nine hundred and seventy-one Pounds and sixty six pence) Indexed

**"Employment and Training Initiatives"**

means purposes which in the reasonable opinion of the Council promote or enhance employment and/or employment training whether in the vicinity of the Land or elsewhere in the Borough of Lewisham and may include by way of example but not limitation making grants towards employment training initiatives or which facilitate the provision of employment opportunities

**"Employment Floorspace"**

means the part of the Development comprising the 441.6m of B1 use shown on drawing numbers 102 Rev A and 103 Rev A attached to this deed as Appendix 3

**"Employment Floorspace Marketing Strategy"**

means a strategy for marketing for the Employment Floorspace including but not limited to the following details:

(i) the potential occupiers identified for the Employment Floorspace:

(ii) the steps intended to be taken in marketing and letting the Employment Floorspace;

(iii) details of commercially acceptable subsidised rents to support the economic viability of the floorspace;

(iv) of other commercially acceptable incentives being offered to encourage potential occupiers to rent/lease the

floorspace and

(v) the timescale over which such marketing is intended to occur which for the avoidance of doubt shall be for a minimum period of six months prior to Practical Completion of the units

(vi) of the possibility of dividing the Employment Floorspace into sizes that better meets the needs of potential occupiers

**"Financial Contribution"**

means the Affordable Housing Contribution (if any is payable), the Employment and Training Contribution, the Play Space Contribution the Transport Contribution and the Monitoring Contribution

**"Fit Out Strategy"**

A strategy to include plans drawings specifications and details showing the design extent and nature of the Internal Fitting Out Works for the Employment Floorspace together with a timetable for their implementation

**"Fundamental Clauses"**

means those clauses for inclusion in Shared Ownership Leases described as fundamental clauses in the Affordable Housing Capital Funding Guide issued by the Homes and Communities Agency and current at the date the lease in question is granted;

**"Income Threshold"**

means the average total gross household income levels to be used when assessing occupancy eligibility criteria under Schedule 2 of this Deed in respect of a 2 bedroom Shared Ownership Unit should



be affordable to households with an income which does not exceed:

£36,795 in respect of 1 bedroom units

£42,663 in respect of 2 bedroom units

£59,810 in respect of 3 bedroom units

These figures will be increased (or decreased) annually in accordance with changes in income levels and house prices in the borough

**"Independent Person"**

means a person independent of either the Council or the Owners who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter

**"Indexed"**

means Index Linked in accordance with Clause 20 hereof

**"Internal Fitting Out Works"**

means works in addition to Shell and Core to make the Employment Floorspace ready for use including but not limited to the installation of sanitary and kitchen facilities power points and IT connections including any such connections that are necessary to enable the provision of Wi-Fi walls painted with emulsion screed floors and a finished ceiling and plumbing and related works

"Land"	means 43-49 Pomeroy Street London SE14 5BW the freehold title to which is registered at the Land Registry under title number and includes any part of it and shown edged red on the Plan
"Leasehold Interest"	means the lease relating to part of the Land granted to SIG Trading Limited of (Co. Regn. No. 1451007) of Hillsborough Works, Langsett Road, Sheffield S6 2LW for a term of nine (9) years and registered at the Land Registry under title TGL297103
"Lewisham Home Search"	means the choice based letting scheme operated by the Council for the allocation of Affordable Housing
"Lewisham Local Labour and Business Co-ordinator"	means an officer employed by the Council whether as an employee or as a contractor (irrespective of the duration of the contract term) whose role is to run the Local Labour and Business Scheme within the borough and to ensure that that Local People and Local Businesses are able to take advantage of construction jobs and contracts as well as the wider employment benefits of new development
"Local Businesses"	means businesses which are located in or operate in the London Borough of Lewisham
"Local Labour and Business Scheme"	means the Council's scheme for working with developers and contractors to ensure that Local People and Local Businesses are able to take advantage of construction jobs and contracts as well as wider

"Local Labour and Business Strategy"

employment and business opportunities (including training and support for Local People) arising from new development within the Council's administrative area

means a jobs apprenticeships training and business strategy for the Development according with the Local Labour and Business Scheme setting out strategies and initiatives to provide and improve training employment and business contract opportunities within the Council's administrative area and to assist Local People and Local Businesses to secure employment at the Development (both during the construction phase and its end use) such strategies and initiatives to include (but not be limited to):

- a) routes to employment including direct access to employment opportunities at the Development and addressing wider barriers to employment;
- b) early warnings within the Council's administrative area of contracts to be let at the Development;
- c) the scope and quantum of jobs to be created and the skill requirements in relation to those jobs;
- d) recommended training routes to secure jobs;
- e) proposals to encourage diversity in

the workforce;

- f) measures to encourage Local Businesses to apply for work in relation to the development;
- g) training opportunities and employment advice or programmes and employment and training brokerage arrangements;
- h) provision of opportunities for modern apprenticeships;
- i) provision of opportunities for school leavers older people and those who have been out of work for a long period;
- j) provision of childcare and employees assistance to improve working environments;
- k) interview arrangements for jobs;
- l) arrangements for working within schools and colleges; and
- m) targets for monitoring the effectiveness of the strategy

**"Local People"**

means persons who are ordinarily resident in the Council's administrative area and including but not limited to school leavers and older people and those who have been out of work for a continuous period of at least 12 months immediately prior to the date that the

relevant obligation in this Agreement falls to be performed

**"Local Employment Strategy"**

means the submission of a report setting out the employment strategy to be approved by the Council

**"London Plan Income Threshold"**

means the average total gross household income levels to be used when assessing occupancy eligibility criteria under Schedule 2 of this Deed in respect of a Shared Ownership Unit should be affordable to households with an income which does not exceed £90,000 (ninety thousand pounds)

This figure will be updated on an annual basis in the London Plan Annual Monitoring Reports

**"Market Rent"**

means the average level of rent payable in the Borough of Lewisham being the estimated amount (when extrapolated across the Borough) for which a property of comparable size and type should let on the date of valuation between a willing lessor and a willing lessee in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion

**"Monitoring Contribution"**

means the sum of £10,250 (ten thousand two hundred and fifty pounds) as a contribution towards the Council's costs of employing the Monitoring Officer



- "Monitoring Officer"** means an officer employed by the Council whether as an employee or as a contractor (irrespective of the duration of the contract term) whose role will include monitoring compliance with the planning obligations contained in this Deed
- "Net Internal Area"** means the net internal area as calculated in accordance with the Code of Measuring Practice (Sixth Edition) issued by the Royal Institution of Chartered Surveyors
- "Occupation"** means the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for construction or fitting out or marketing or security of the Development) and the phrases "Occupy" "Occupied" and "Occupation" (where used) shall be construed accordingly
- "Open Book Financial Appraisal"** means a revised and up-to-date open book financial appraisal as of the time of submission to the Council including but not limited to the following information:
- (a) identify and justify (with comparable evidence where appropriate) all development value and cost variables;
  - (b) specify any 'exceptional' cost items with supporting evidence in writing from reputable cost consultants;
  - (c) specify all assumptions made concerning the provision of

affordable housing and planning obligations;

- (d) provide Red Book, or other appropriate valuations to support existing use values where they arise;
- (e) identify in cash flow terms the effect of deferred contributions;
- (f) demonstrate that the development proposal in financial terms is the only feasible option when compared to other possibilities including any role played by public sector providers of 'gap' funding; and
- (g) provide details of the level of developer profit

"Person"

includes a body of persons corporate or unincorporated

"Plan"

means the plan attached to this Deed as Appendix 2

"Planning Permission"

means planning permissions in the form of the drafts attached to this Deed at Appendix 1

"Play Space Contribution"

means the sum of £64,440 (sixty-four thousand four hundred and forty pounds) to be applied for Play space Measures

"Play Space Measures"

means measures which in the reasonable opinion of the Council provides or improves or enhances the existing provision of play space in the vicinity of the Land and which may include by way of example but not limitation the undertaking

of improvement works to Hatcham Gardens

**"Private Residential Units"**

means the forty-five (45) private residential units to be disposed of on the land at market value

**"Registered Provider"**

means a Registered Provider of Social Housing as defined in the Housing and Regeneration Act 2008 (or any amendment re-enactment or successor provision) which is registered with the Homes and Communities Agency and also approved in writing by the Council

**"Relevant Index"**

means the Retail Price Index or the BCIS Index

**"Residential Unit/s"**

means the dwelling units to be provided on the Land as part of the Development

**"Retail Price Index"**

means the Government Index of Retail Prices (all items) published by the Office for National Statistics on behalf of HM Government (or any successor mechanism for calculating inflationary change to that index from time to time)

**"Shared Ownership Lease"**

means a scheme of ownership by which the owner of an Affordable Housing Unit being also the occupier (then or on completion):

(a) obtains and retains at least a twenty-five per cent (25%) share of the freehold or Long Leasehold (as the case may be) value of the Affordable Housing Unit (as ascertained at that

time); and

(b) has the right at any time to purchase the whole or any part of the balance of such value

in accordance with the terms of the Homes and Communities Agency model form of lease

**"Shell and Core"**

means the structures that contain and embody the individual components without which a space cannot be defined and shall include but not be limited to the (1) base structure: foundation beams columns floor slabs and roof structure and (2) building envelope: insulated exterior walls exterior glazing roof and area separation walls

**"Sub-Regional Authorities"**

means the Councils for each of the London Boroughs of Bexley Bromley Greenwich Lewisham and Southwark and "Sub-Regional Authority" shall mean any one of them

**"Target Sales Values"**

means an Average Sales Value of £525 (five hundred and twenty five pounds) per square foot Net Internal Area

**"Transport Contribution"**

means the sum of £20,000 (twenty thousand pounds) to be applied for Transport Measures

**"Transport Measures"**

means measures which in the reasonable opinion of the Council improves or enhances transport provision and use whether pedestrian or vehicular in the vicinity of the Land and which may include by way of example but not limitation the

undertaking of a feasibility study in relation to the implementation of traffic calming and parking management measures and the implementation of such measures

2. In this Deed:

2.1 the headings are for ease of reference and shall not affect interpretation

2.2 words importing one gender include all other genders and words importing the singular include the plural and vice versa

2.3 references to persons include bodies corporate and vice versa

2.4 references to clauses paragraphs parts and schedules are references to the clauses paragraphs parts and schedules of this Deed so numbered except that (unless otherwise specified) reference in a schedule to a paragraph or a part is reference to the paragraph or part in that schedule so numbered

2.5 references to "the Owners" shall include its successors in title and assigns and the expression "the Council" shall include any successor local planning authority exercising planning powers under the 1990 Act

2.6 reference to a statute a statutory provision or a statutory instrument includes reference to:

2.6.1 any orders regulations instruments or other subordinate legislation made under that statute or statutory provision;

2.6.2 any statutory amendment modification or re-enactment thereof for the time being in force



- 2.7 where any expiry date falls on a Saturday Sunday or public holiday then the period concerned shall expire on the next normal working day
- 2.8 any covenant not to do any act or thing includes a covenant not to allow permit or acquiesce to the doing of that act or thing and any covenant to do any act or thing includes a covenant to procure the doing of that act or thing by any other person
- 2.9 where two or more people form a party to this Deed the covenants given by them may be enforced against them all jointly or against each or any of them individually and against their and each of their personal representatives
- 2.10 "including" means "including without limitation"

## **SCHEDULE 2**

### **AFFORDABLE HOUSING**

#### **Owners' Covenants**

The Owners hereby covenant with the Council as follows:

#### **AFFORDABLE HOUSING CONSTRUCTION**

1. to construct and complete the Affordable Housing in accordance with the plans approved pursuant to the Application and so that two of the Affordable Rent Units fully complies with the requirements of Part M4(3)(2)(b) of Schedule 1 to the Building Regulations 2010
2. to notify the Council immediately in writing once the Affordable Housing Units are available for letting by the Registered Provider
3. not to permit allow or acquiesce to Occupation of more than 50% the Private Residential Units unless and until it has
  - 3.1 constructed the Affordable Housing Units so that they are in a condition capable of being let by tenants of the Registered Provider and
  - 3.2 given the Council written notice of the date when the Occupation of 50% of the Private Residential Units is intended to occur which notice shall be given not be less than fourteen (14) days prior to Occupation first occurring

#### **HOUSING TENURE**

4. with the intent to bind the Affordable Housing Units only the Owners hereby covenants with the Council subject always to any variation agreed

or otherwise to provide the Affordable Housing Units on a tenure mix as set out below:

4.1

Tenure	Total Number	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Rent	13	5	6	2	0
Shared Ownership	7	5	2	0	0
	20	10	8	2	0

**AFFORDABLE HOUSING – GENERAL OCCUPATION**

5. with the intent to bind the Affordable Housing Units only and subject to Paragraph of this Schedule not to use or occupy any of the Affordable Housing Units for any purpose other than as Affordable Housing

**AFFORDABLE RENT - OCCUPATION**

6. with the intent to bind the Affordable Housing Units referred to at paragraph 4.1 of this Schedule as Affordable Housing Units for Affordable Rent:

6.1 not to Occupy or permit or acquiesce to the Occupation of an Affordable Housing Unit being a unit to be let at an Affordable Rent otherwise than by a person chosen:

6.1.1 in accordance with the arrangements provided for in Lewisham Home Search;

6.1.2 in the event that Lewisham Home Search ceases to exist or is replaced and in place of the same a successor or replacement agreement or set of arrangements exists in the order of priority provided for in such successor agreement or set of arrangements;

6.1.3 in the event that the Lewisham Home Search ceases to exist and at any relevant time there is no agreement to succeed or replace it then in such order of priority as may be agreed with the Council

#### **SHARED OWNERSHIP HOUSING - OCCUPATION**

7. with the intent to bind the Affordable Housing Units shown at paragraph 4.1 of this Schedule as Affordable Housing Units for Shared Ownership

7.1 unless 7.2 applies not to occupy or permit or acquiesce to the occupation of a Shared Ownership unit otherwise than by a person chosen in the order of priority below:

7.1.1 Existing Council and housing association tenants;

7.1.2 Households registered for rehousing with one of the Sub-Regional Authorities;

7.1.3 Existing home owners whose current housing is unsuitable because of the disability of a member of the household and for whom suitable and affordable alternatives are not available on the open market;

7.1.4 All other households who are resident or employed in one of the Sub-Regional Authorities and unable to afford to buy on the open market.

7.1.5 any person meeting the disposal criteria set by the Registered Provider

in all cases being persons who do not exceed the Income Threshold

7.2 where the Owners can demonstrate to the satisfaction of the Council that the units have been marketed for a continuous period of at least 3 months and where a prospective purchaser still cannot be found who meet the Income Threshold then the Shared Ownership unit may then be sold to any person meeting the London Plan Income Thresholds subject to any further applicants meeting the priorities in paragraph 7.1 of this Schedule 2 still receiving priority

7.3 not to Occupy or permit or acquiesce to the Occupation of an Affordable Housing Unit being a Shared Ownership unit disposed of by way of a Shared Ownership Lease unless the Shared Ownership Lease contains covenants and provisions in such form as is consistent with the Fundamental Clauses to the effect that any lessee (whether or not that lessee has achieved the purchase of 100% of the equity of an Affordable Housing Unit) is first obliged to offer to assign his interest in the Affordable Housing Unit to such nominee as the Registered Provider may specify (if any) before being able to assign his interest in the Affordable Housing Unit on the open market the said covenant also containing requirements that:

7.3.1 valuation of the lessee's interest must first have been agreed;

7.3.2 the Registered Provider is given a reasonable period in which to nominate a nominee; and

7.3.3 the nominee is given reasonable periods in which to:

7.3.3.1 accept the lessee's offer;

7.3.3.2 following 7.3.3.1 above exchange contracts; and

7.3.3.3 following 7.3.3.2 above complete the assignment of the lessee's interest;

Provided Always that such covenant in any Shared Ownership Lease following the date the lessee achieved the purchase of one hundred per cent (100%) of the equity of an Affordable Housing Unit;

7.4 when nominating a nominee pursuant to paragraph 7.3 of this Schedule the Registered Provider shall consider potential nominees as set out in paragraph 7.1

#### Immunity From Enforcement

8. The provisions of this Schedule shall:

8.1 not bind any mortgagee or chargee of such of the Land as comprises the Affordable Housing Units or any part or parts thereof or any dwelling or dwellings erected thereon (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") or the successors in title (and their mortgagees) to or derives title through or under or at the direction or requirement of any such mortgagee or chargee, or Receiver and in the event of any such mortgagee chargee or Receiver exercising a power of sale over such of the Land as comprises the Affordable Housing Units or any part or parts thereof or any dwelling or dwellings erected thereon the provisions of

this Agreement shall cease to apply to such of the Land as comprises the Affordable Housing Units or the part of it over which the power is exercised (as the case may be);

- 8.2 cease to apply to any Affordable Housing Unit in respect of which the tenant has exercised a right to buy or acquire under the provisions of the Housing Act 1996 or the Housing Act 1985 or where the Tenant purchases such unit pursuant to a Voluntary Grant Scheme under Section 21 of the Housing Act 1996 including any Act re-enacting or modifying any such provisions or any mortgagee of such a person; or any receiver or manager appointed by such mortgagee; or a person who is successor in title to such person or derives title through or under or at the direction or requirement of any such mortgagee or manager or receiver including any such right arising from any voluntary scheme entered into by the Registered Provider under section 64 Housing and Planning Act 2016 or otherwise; or
- 8.3 cease to apply to any Affordable Housing Units in respect of which a Shared Ownership Lease has been granted and where a Registered Provider shall have disposed of 100% of the equity under the terms of such lease and shall not bind a Shared Ownership leaseholder who is disposing on the open market in accordance with its rights and obligations under that lease nor bind the mortgagee or chargee or Receiver of such leaseholder;
- 8.4 any statutory undertaker or other person who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services



### SCHEDULE 3

#### FINANCIAL CONTRIBUTIONS

1. The Owners hereby covenant with the Council as follows:-

1.1 to pay the

1.1.1 Play Space Contribution and the

1.1.2 Employment Training Contribution

to the Council prior to Commencement of Development

1.2 to pay the

1.2.1 Transport Contribution prior to Occupation

2 not to

2.1 Commence Development until it has complied with Paragraph 1.1 of this Schedule

2.2 not to Occupy the Development until it has complied with Paragraph 1.2 of this schedule

3. The Council shall use

3.1 the Play Space Contribution for Play Space Measures

3.2 the Employment Training Contribution for Employment Training Purposes and

3.3 the Transport Contribution for Transport Measures

**PROVIDED ALWAYS** that the Council:

- 3.4 in complying with Paragraphs 3.1-3.3 shall be entitled to amalgamate the respective Financial Contributions referred to therein with such other funding as it may allocate or secure for the purpose of undertaking the purposes identified in the respective paragraphs (whether through planning obligations or by other means); and
- 3.5 shall be entitled to refrain from complying with Paragraphs 3.1-3.3 until such time as the Council has (in its exclusive opinion) secured sufficient funding to enable it to undertake the specific purposes identified within the relevant paragraph subject to clause 7.3
- 4 The parties agree that for the purposes of Clause 20 of this Deed the Relevant Index applicable to the respective Financial Contributions are as follows
  - 4.1 the BCIS Index with respect to the Play Space Contribution and the Transport Contribution
  - 4.2 the RPI with respect to the Employment and Training Contribution

3.4 in complying with Paragraphs 3.1-3.3 shall be entitled to amalgamate the respective Financial Contributions referred to therein with such other funding as it may allocate or secure for the purpose of undertaking the purposes identified in the respective paragraphs (whether through planning obligations or by other means); and

3.5 shall be entitled to refrain from complying with Paragraphs 3.1-3.3 until such time as the Council has (in its exclusive opinion) secured sufficient funding to enable it to undertake the specific purposes identified within the relevant paragraph subject to clause 7.3

4 The parties agree that for the purposes of Clause 20 of this Deed the Relevant Index applicable to the respective Financial Contributions are as follows

4.1 the BCIS Index with respect to the Play Space Contribution and the Transport Contribution

4.2 the RPI with respect to the Employment and Training Contribution

## **SCHEDULE 4**

### **CAR CLUB**

The Owners covenant with the Council as follows:

- 1.1 Prior to Occupation of the Development to enter into an agreement with a car club operator to provide three years free membership for the benefit of the Development and to provide a copy of the said agreement to the Council
- 1.2 save where paragraph 1.4 of this Schedule applies not to Occupy the Development or cause or permit it to be Occupied until it has complied with the provisions of paragraph 1.1 of this Schedule
- 1.3 The Owners shall permit the residents of the Development free membership of the Car Club for 3 years from the date of commencement of the Car Club
- 1.4 The Owners shall permit each resident of the Development continued membership of the Car Club at their own expense at the expiry of the three years referred to in Paragraph 1.2 above for as long as the Car Club continues to operate
- 1.5 Provided that if prior to Occupation of the Development the Owners have been unable to enter into an agreement with a car club operator after having used their best endeavours to procure such agreement and have provided evidence in writing to the Council of those best endeavours and the Council have confirmed in writing that they are satisfied that such best endeavours have been made then the provisions of this Schedule 4 shall not apply.

## **SCHEDULE 5 LOCAL LABOUR**

The Owners hereby covenants with the Council as follows

1. In carrying out any part of the Development it will fully participate in the Local Labour and Business Scheme by:
  - 1.1 using reasonable endeavours to achieve a target of fifty per cent (50%) Local People and Local Businesses as employees suppliers and sub-contractors for and during the construction and end use of the development;
  - 1.2 submitting prior to the Commencement of Development for approval by the Council a Local Labour and Business Strategy (such approval not to be unreasonably withheld or delayed); and
  - 1.3 implementing the approved Local Labour and Business Strategy in full.
2. The Local Labour and Business Strategy shall:
  - 2.1 set out in detail how the Owner shall use its reasonable endeavours to promote and recruit employees contractors suppliers and sub-contractors for the Development from the Council's administrative area required for and during the construction of the Development;
  - 2.2 be prepared in accordance with and in support of the objectives of the Local Labour and Business Scheme;
  - 2.3 include the following actions on the part of the Owners
    - 2.3.1 it will issue a written statement (the form and content of which shall previously have been agreed in writing with the Council) to its contractors sub-contractors and suppliers at the tendering for work stage:
    - 2.3.2 endorsing the use of local labour and indicating the full commitment of the Owners to ensuring that Local People

and Local Businesses are able to benefit directly from all employment and contract award activity arising as a result of the construction of the Development; and

- 2.3.3 stating that any company invited by the Owners its contractors and sub-contractors to tender for work will be given clear written details of the requirement to promote local employment (including apprenticeships) and the use of local contractors sub-contractors and suppliers and to use reasonable endeavours to recruit employees (including apprentices), contractors, subcontractors and suppliers for the Development from the Council's administrative area prior to the receipt of any bid; and
- 2.3.4 stating that the Owner's contractors and sub-contractors for the Development will be required to monitor and record the number and percentage of person hours worked within the Development by Local People and the number of contracts and percentage of total contract value awarded to Businesses engaged in the construction of the Development and to submit returns detailing such records to the Owners at intervals of not more than one month throughout the period of the construction of the Development;
- 2.3.5 it will monitor and record:
- 2.3.5.1 the number and percentage of person hours worked within the Development by Local People together with details of the full home postcodes of those Local People;
  - 2.3.5.2 the number of and percentage of total contract value of contracts awarded to Local Businesses for the construction of the Development; and

and Local Businesses are able to benefit directly from all employment and contract award activity arising as a result of the construction of the Development; and

2.3.3 stating that any company invited by the Owners its contractors and sub-contractors to tender for work will be given clear written details of the requirement to promote local employment (including apprenticeships) and the use of local contractors sub-contractors and suppliers and to use reasonable endeavours to recruit employees (including apprentices), contractors, subcontractors and suppliers for the Development from the Council's administrative area prior to the receipt of any bid; and

2.3.4 stating that the Owner's contractors and sub-contractors for the Development will be required to monitor and record the number and percentage of person hours worked within the Development by Local People and the number of contracts and percentage of total contract value awarded to Businesses engaged in the construction of the Development and to submit returns detailing such records to the Owners at intervals of not more than one month throughout the period of the construction of the Development;

2.3.5 it will monitor and record:

2.3.5.1 the number and percentage of person hours worked within the Development by Local People together with details of the full home postcodes of those Local People;

2.3.5.2 the number of and percentage of total contract value of contracts awarded to Local Businesses for the construction of the Development; and



2.5.3 the names and full postcodes of companies that have secured contracts related to the construction of the Development

and submit the returns detailing such records to the Council at regular intervals of not more than one month throughout the construction of the Development using the Council's standard monitoring forms under the Local Labour and Business Scheme ("On Site Workforce Monitor" "Subcontractor Monitor" "Supplier Monitor" and "On Site Social Demographic Monitor");

2.3.6 it will use its reasonable endeavours to obtain from its respective agents employees contractors suppliers and sub-contractors returns providing the information as required by this sub-paragraph 2.3 of the number of Local People and Local Businesses recruited from the administrative area of the London Borough of Lewisham and engaged in work relating to the construction of the Development and to collate and submit the same to the Council at with the Owners' monthly submissions using the Council's standard monitoring forms under the Local Labour and Business Scheme ("On Site Workforce Monitor" "Subcontractor Monitor" "Supplier Monitor" and "On Site Social Demographic Monitor");

2.3.7 it will appoint a nominated person to co-ordinate the Local Labour and Business Strategy;

2.3.8 it shall procure that on the commencement of each Phase and throughout the carrying out of the Development the nominated person will meet and work with the Lewisham Local Labour and Business Co-ordinator to discuss the Local Labour and Business Strategy for the Development and any

initiatives that maybe available within the borough at that time.

**SCHEDULE 6**  
**EMPLOYMENT FLOORSPACE**

1. The Owners covenant with the Council:
  - 1.1 Prior to the Commencement of Development to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed):-
    - 1.1.1 a Fit Out Strategy and
    - 1.1.2 an Employment Floorspace Marketing Strategy
  - 1.2 where the Council requests from the Owners such other plans drawings or details as it may reasonably consider appropriate and necessary to enable it to properly consider the submissions required pursuant to Paragraphs 1.1.1 and 1.1.2 of this Schedule the Owners shall use reasonable endeavours to comply with such a request within such time limit as the Council acting reasonably may specify PROVIDED THAT any such requests by the Council shall be made as soon as practicable so as not to cause unreasonable delay to the approval of the submissions required pursuant to Paragraphs 1.1.1 and 1.1.2
  - 1.3 not to Commence Development until the Fit Out Strategy and the Marketing Strategy required pursuant to paragraphs 1.1.1 and 1.1.2 of this Schedule have been submitted to and approved in writing by the Council
  - 1.4 To:-
    - 1.4.1 construct and complete the Shell and Core and Internal Fitting Out Works of the Employment Floorspace on the Land in accordance with the details approved pursuant to paragraph 1.1 of this Schedule to the reasonable satisfaction of the Council save that in the event that an end user of the

Employment Floorspace is found and does not require the Internal Fitting Out Works then the Owners shall not be obliged to carry these works out

1.4.2 to implement complete and to continue to fully comply with the any ongoing provisions of the Employment Floorspace Marketing Strategy approved by the Council pursuant to Paragraph 1.1 of this Schedule

## SCHEDULE 6

### AFFORDABLE HOUSING RE-ASSESSMENT OF VIABILITY

The Owners covenants with the Council as follows:

1. In the event of the Development not being Commenced within 24 months of the date of this Deed:
  - 1.1 the Owner shall submit a full Open Book Financial Appraisal including evidence of sales values and other evidence as appropriate to support the appraisal prior to Commencement of Development (up to date at the time of submission) to the Council to determine whether an Affordable Housing Contribution is required and allow the Council two (2) months to evaluate the same;
    - 1.1.1 The Owner shall reimburse the Council for the professional costs reasonably and properly incurred in the assessment of the Open Book Financial Appraisal
  - 1.2 the Council shall be entitled to submit the Open Book Financial Appraisal referred to in paragraph 1.1 of this Schedule to such assessment as it deems appropriate and the Owner shall provide the Council with such further information as the Council may reasonably request in order to evidence the accuracy of the figures and supporting information included in the Open Book Financial Appraisal and such information shall be disclosed to and shared with the Council on an open book basis Provided That any such request by the Council must be made within the two (2) month period referred to in paragraph 1.1;
  - 1.3 where the Council makes a request pursuant to paragraph 1.2 the Council shall be entitled to a further two (2) months from the date of receipt to evaluate any further information received;
  - 1.4 Following the Council's evaluation of the Open Book Financial Appraisal if the Council accepts that the appraisal demonstrates that an Affordable Housing Contribution is not required then it shall confirm in writing that it accepts the conclusions of the

Open Book Financial Appraisal as submitted and confirm that no Affordable Housing Contribution is required.

- 1.5 where the Council fails to respond to the Owner's Open Book Financial Appraisal within the two (2) month period referred to in paragraph 1.1 (or if applicable paragraph 1.3) then the conclusions of the Open Book Financial Appraisal shall be deemed to be accepted;
  - 1.6. Subject to paragraphs 1.4 and 1.5 above following the Council's evaluation of the Open Book Financial Appraisal the Council and the Owner will work in cooperation with each other to agree whether an Affordable Housing Contribution is required and if the same shall not have been agreed within four (4) weeks of the Council's evaluation then the matter shall be referred to the final and binding decision of an independent surveyor in accordance with clause 11 hereof; and
  - 1.7 if the Parties agree or the independent surveyor determines that the Open Book Financial Appraisal demonstrates that an Affordable Housing Contribution is required an Affordable Housing Contribution toward Affordable Housing elsewhere in the borough shall be payable
2. An Affordable Housing Contribution shall only be payable where the Open Book Financial Appraisal agreed or determined pursuant to paragraph 1 above demonstrates that the Owner has achieved (in respect of the relevant period to which the Open Book Appraisal relates) an increase in profit in excess of the Base Financial Appraisal profit PROVIDED THAT Target Sales Values and Developer's Profit are achieved within the Open Book Financial Appraisal (and taking into account all the costs revenues as set out in the assumptions agreed within the Base Financial Appraisal) then the Owner shall pay to the Council 50% of such surplus in profit shown in the Open Book Appraisal

3. In the event that an Affordable Housing Contribution is payable as a result of the 24 month review the Owner hereby covenants with the Council as follows:-

3.1 to pay the Affordable Housing Contribution to the Council prior to Commencement of Development

3.2 not to Commence Development until it has complied with Paragraph 3.1 of this Schedule

4. The Council shall use the Affordable Housing Contribution towards the provision of Affordable Housing elsewhere in the borough PROVIDED ALWAYS that the Council:

4.1 in complying with this paragraph 4 it shall be entitled to amalgamate the Affordable Housing Contribution with such other funding as it may allocate or secure for the purpose of providing Affordable Housing (whether through planning obligations or by other means); and

4.2 shall (subject to clause 7.3 of this Deed) be entitled to delay complying with this paragraph 4 until such time as the Council has (in its exclusive opinion) secured sufficient funding to enable it to use the Affordable Housing Contribution effectively towards the provision of Affordable Housing within the borough

5. The parties agree that for the purposes of Clause 20 the Relevant Index applicable to the Financial Contribution referred to in this Schedule shall be the BCIS Index



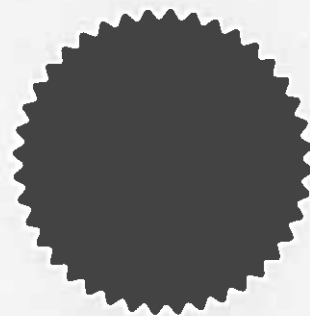
IN WITNESS whereof this deed was duly executed the day and year first before written

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

  
Head of Law

4816383

THE COMMON SEAL OF FAMILY  
MOSAIC HOME OWNERSHIP  
LIMITED was hereunto affixed to this  
Deed in the presence of:



Authorised Signatory:



Authorised Signatory:



EXECUTED as a DEED BY )  
BRONZEWOOD CONSTRUCTION LIMITED )  
in the presence of:- )



KATHERINE GILROY  
17 MANOVER SQUARE  
LONDON, W1S 1BN  
TRAINEE SOLICITOR



Authorised Signatory

Authorised Signatory

**APPENDIX 1**

**Draft Planning Permission**



Planning Service  
Laurence House  
1 Catford Road  
London SE6 4RU

Mrs Newton  
BPTW Partnership  
110-114 Norman Road  
Greenwich  
London  
SE10 9QJ

Direct Line: 020 8314 7400  
Fax: 020 8314 3127  
Email: [Planning@lewisham.gov.uk](mailto:Planning@lewisham.gov.uk)  
Date:  
Property Ref: DE/414/43/TP  
Our Ref: DC/15/093731

Dear Mrs Newton,

**PERMISSION FOR DEVELOPMENT**  
**Town and Country Planning Act 1990 (as amended)**

Notice is hereby given that the London Borough of Lewisham, in pursuance of its powers as local planning authority under the above Act, Regulations, Rules & Orders made thereunder, permits the development referred to in the Schedule below subject to the conditions set out therein and in accordance with the application and plans submitted, save in so far as may otherwise be required by the said conditions.

Your attention is drawn to the Statement of Applicant's Rights endorsed overleaf.

The grant of planning permission does not relieve developers of the necessity for complying with any local Acts, Public Health Acts & Regulations, Building Acts & Regulations and general statutory provisions in force in the area or modify or affect any personal or restrictive covenants, easements, etc applying to or affecting either the land to which the permission relates or any other land, or the rights of any person or authorities (including the London Borough of Lewisham) entitled to the benefit thereof or holding an interest in the property concerned in the development or in any adjoining property. In this connection applicants are advised to consult the Highways and Transportation team as to any works proposed to, above or under any carriageway, footway or forecourt. Your particular attention is drawn to the Building Acts & Building Regulations which must be complied with to the satisfaction of approved Building Control Inspectors.

**SCHEDULE**

Application Valid Date: 10 November 2015

Application No: DC/15/093731

Development: Demolition of existing buildings at 43 – 49 Pomeroy Street, SE14 and the construction of a part six, part seven storey building to the front of the site and the construction of a row of three storey buildings to the rear of the site, comprising in total 441.6m<sup>2</sup> of Class B1 (Business) floorspace and 65 residential units (Class C3).

## CONDITIONS

1. The development to which this permission relates must be begun not later than the expiration of three years beginning with the date on which the permission is granted.

**Reason:** As required by Section 91 of the Town and Country Planning Act 1990.

2. 2227\_001A, 002A, 100A, 100\_A, 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 201A, 2227\_202A, 203A, 204A, 205A, 206A, 301A, 302A, 303A, 120\_B\_B\_SELHP, 121\_B\_SELHP, 122\_B\_SELHP, 123\_B\_SELHP, 124\_B\_SELHP, 130\_B\_LTH, 131\_B\_LTH, 132\_B\_LTH, 133\_B\_LTH, 134\_B\_LTH, 135\_B\_LTH, 136\_B\_LTH, 137\_B\_LTH, 138\_B\_LTH, 139\_B\_LTH, 140\_B\_LTH, 141\_B\_LTH, 142\_B\_LTH, 143\_B\_LTH, 144\_B\_LTH, 145\_B\_LTH, 146\_B\_LTH, 147\_B\_LTH, 148\_B\_LTH, 149\_B\_LTH, 150\_B\_LTH, 151\_B\_LTH, 152\_B\_LTH, 140A, 141A, 142A, 2227\_A, 143A, 144A, 145A, 146A, 147A, 152A, 153A, 154A, 155A, 2227\_156A, LN00\_400\_100\_P01, LN00\_400\_101\_P01, 157, 158, Landscape Report, Aborigicultural Impact Assessment, Archaeological Survey Part 1, Archaeological Survey Part 2, Archaeological Survey Part 3, Environmental Noise Report, Flood Risk Assessment 1, Flood Risk Assessment 2, Flood Risk Assessment 3, Full Viability Report, Landscape Report, Planning Obligations Statement, Transport Statement, Travel Plan, Sustainability Monitoring Form, Affordable Housing Statement, Air Quality Assessment, Archaeological Report, Daylight/Sunlight Report, Ecological Appraisal, Energy Assessment, Environmental Noise Survey & Noise Impact Assessment, Green Roof Plan, Green Roof Specification, Land Contamination Phase I Desk Study, Land Contamination Phase II Ground Investigation, Planning Obligations Statement, Planning Statement, Schedule of Accommodation: Detailed Summary, Tree Protection Plan, Design and Access Statement (revised), Lifetime Homes Checklist, Construction Method Statement Logistics Plan, Secured by Design Application form and Checklist, Secured by Design Meeting Minutes.

**Reason:** To ensure that the development is carried out in accordance with the approved documents, plans and drawings submitted with the application and is acceptable to the local planning authority.

3. a) No development other than demolition to existing ground level shall take place until the implementation of a programme of archaeological evaluation has been secured in accordance with a written scheme which has been submitted to and approved in writing by the local planning authority and a report on that evaluation has been submitted to the local planning authority.  
b) If heritage assets of archaeological interest are identified by the evaluation under Part a), then before development, other than demolition to existing ground level, commences the applicant shall secure the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which shall be submitted to and approved in writing by the local planning authority.  
c) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part b).  
d) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (b), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

**Reason:** To ensure adequate access for archaeological investigations in compliance with Policies 15 High quality design for Lewisham and 16 Conservation areas, heritage assets and the historic environment of the Core Strategy (June 2011) and Policy 7.8 of the London Plan (July 2011)

4. No development shall commence on site until such time as a Construction Management Plan has been submitted to and approved in writing by the local planning authority. The plan shall cover:-

- (b) The location and operation of plant and wheel washing facilities
- (c) Details of best practical measures to be employed to mitigate noise and vibration arising out of the construction process
- (d) Details of construction traffic movements including cumulative impacts which shall demonstrate the following:-
  - (i) Rationalise travel and traffic routes to and from the site.
  - (ii) Provide full details of the number and time of construction vehicle trips to the site with the intention and aim of reducing the impact of construction related activity.
  - (iii) Measures to deal with safe pedestrian movement.
- (e) Security Management (to minimise risks to unauthorised personnel).
- (f) Details of the training of site operatives to follow the Construction Management Plan requirements and any Environmental Management Plan requirements.

**Reason:** In order that the local planning authority may be satisfied that the demolition and construction process is carried out in a manner which will minimise possible noise, disturbance and pollution to neighbouring properties and to comply with Policy 5.3 Sustainable design and construction, Policy 6.3 Assessing effects of development on transport capacity and Policy 7.14 Improving air quality of the London Plan (2015).

- 5. (a) No development other than demolition to existing ground level shall commence until each of the following have been complied with:-
  - (i) A desk top study and site assessment to survey and characterise the nature and extent of contamination and its effect (whether on or off-site) and a conceptual site model have been submitted to and approved in writing by the local planning authority.
  - (ii) A site investigation report to characterise and risk assess the site which shall include the gas, hydrological and contamination status, specifying rationale; and recommendations for treatment for contamination encountered (whether by remedial works or not) has been submitted to and approved in writing by the Council.
  - (iii) The required remediation scheme implemented in full.
- (b) If during any works on the site, contamination is encountered which has not previously been identified ("the new contamination") the Council shall be notified immediately and the terms of paragraph (a), shall apply to the new contamination. No further works shall take place on that part of the site or adjacent areas affected, until the requirements of paragraph (a) have been complied with in relation to the new contamination.
- (c) The development shall not be occupied until a closure report has been submitted to and approved in writing by the Council.

This shall include verification of all measures, or treatments as required in (Section (a) i & ii) and relevant correspondence (including other regulating authorities and stakeholders involved with the remediation works) to verify compliance requirements, necessary for the remediation of the site have been implemented in full.

The closure report shall include verification details of both the remediation and post-remediation sampling/works, carried out (including waste materials removed from the site); and before placement of any soil/materials is undertaken on site, all imported or reused soil material must conform to current soil quality requirements as agreed by the authority. Inherent to the above, is the provision of any required documentation, certification and monitoring, to facilitate condition requirements.





**Reason:** To ensure that the local planning authority may be satisfied that potential site contamination is identified and remedied in view of the historical use(s) of the site, which may have included industrial processes and to comply with DM Policy 28 Contaminated Land of the Development Management Local Plan (November 2014).

6. (a) The rating level of the noise emitted from fixed plant on the site shall be 5dB below the existing background level at any time. The noise levels shall be determined at the façade of any noise sensitive property. The measurements and assessments shall be made according to BS4142:2014.
- (b) No development other than demolition to existing ground level shall commence until details of a scheme complying with paragraph (a) of this condition have been submitted to and approved in writing by the local planning authority.
- (c) The development shall not be occupied until the scheme approved pursuant to paragraph (b) of this condition has been implemented in its entirety. Thereafter the scheme shall be maintained in perpetuity.

**Reason:** To safeguard the amenities of the adjoining premises and the area generally and to comply with DM Policy 26 Noise and vibration of the Development Management Local Plan (November 2014).

7. (a) The residential units hereby approved shall be built in accordance with recommendations set out in the Silcock Dawson and Partners Energy Assessment, Version 2 August 2015.
- (b) The commercial floorspace shell and core hereby approved shall achieve a minimum BREEAM Rating of 'Excellent'.

**Reason:** To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2015) and Core Strategy Policy 7 Climate change and adapting to the effects, Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

8. (a) No development other than demolition to existing ground level shall commence until written information, drawings and sections showing a scheme for the provision of conduits and/or piping for future connection to a District Combined Cooling, Heat and Power (CCHP) or Combined Heat and Power Scheme CHP Scheme and Network have been submitted to and approved in writing by the local planning authority.
- (b) No part of the development shall be occupied until the scheme has been carried out in accordance with the approved details.

**Reason:** To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.5 Decentralised energy networks and 5.7 Renewable energy in the London Plan (2015) and Core Strategy Policy 7 Climate change and adapting to the effects and Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

9. (a) No development other than demolition to existing ground level shall commence on site until a scheme for surface water management, including specifications of the surface treatments and sustainable urban drainage solutions, has been submitted to and approved in writing by the local planning authority.
- (b) The development shall be carried out in accordance with the approved scheme and thereafter the approved scheme is to be retained in accordance with the details approved therein.

**Reason:** To prevent the increased risk of flooding and to improve water quality in accordance with Policies 5.12 Flood risk management and 5.13 Sustainable drainage in the London Plan (July 2011) and Objective 6: Flood risk reduction and water



management and Core Strategy Policy 10:Managing and reducing the risk of flooding (2011).

10. (a) The Flood risk mitigation measures as referred to in Part 1 of the Flood Risk Assessment by Tully De'Ath shall be implemented in full, prior to occupation.
- (b) The development shall be carried out in accordance with (a) and thereafter retained in perpetuity.

**Reason:** To prevent the increased risk of flooding and to improve water quality in accordance with Policies 5.12 Flood risk management and 5.13 Sustainable drainage in the London Plan (July 2011) and Objective 6: Flood risk reduction and water management and Core Strategy Policy 10:Managing and reducing the risk of flooding (2011).

11. (a) No piling or any other foundation designs using penetrative methods shall take place, other than with the prior written approval of the local planning authority.
- (b) Details of any such operations must be submitted to and approved in writing by the local planning authority prior to the commencement of works (other than demolition to existing ground level) shall be accompanied by details of the relevant penetrative methods.
- (c) Any such work shall be carried out only in accordance with the details approved under part (b).

**Reason:** To prevent pollution of controlled waters and to comply with Core Strategy (2011) Policy 11 River and waterways network and Development Management Local Plan (November 2014) DM Policy 28 Contaminated land.

12. (a) No development other than demolition to existing ground level shall commence on site until a detailed schedule and specification, including samples of all external materials and finishes including bricks, cladding, windows and external doors and roof coverings to be used on the buildings have been submitted to and approved in writing by the local planning authority.
- (b) The brick samples to be submitted under part (a) shall be multi-tonal textured bricks, submitted on a sample board including the proposed mortar as referred to on page 41 of the Design and Access Statement (Alan Camp, August 2015).
- (c) The buildings hereby approved shall be carried out in accordance with drawing numbers D-CLAD-01 Rev P1, D-FRA-01 Rev P1, D-ENT-01 Rev P1, D-ENT-02 Rev P1, D-TER-01 Rev P1, D-EXW-01 Rev P1, D-BAL-01 Rev P1, D\_TY\_RT1 Rev P1 and page 41 of the Design and Access Statement (Alan Camp, August 2015) including, but not limited to the junctions, joints, brickwork patterns, returns and fixings.
- (d) The scheme shall be carried out in full accordance with those details, as approved.

**Reason:** To ensure that the design is delivered in accordance with the details submitted and assessed so that the development achieves the necessary high standard and detailing in accordance with Policies 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character.

13. (a) No development other than demolition to existing ground level shall not commence until plans and sectional details at a scale of 1:10 or 1:20 showing the proposed shop front(s) have been submitted to and approved in writing by the local planning authority. Such information should demonstrate the location of the fascia sign, the window system, and the entrance(s).
- (b) The development shall be constructed in full accordance with the approved



details within 6 months post occupation of the development hereby approved.

**Reason:** In order that the local planning authority may be satisfied with the details of the proposal and to accord with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) DM Policy 19 Shop fronts, signs and hoardings.

14. (a) No development other than demolition to existing ground level shall commence on site until details of proposals for the storage, management (including the movement of the waste receptacles for the Mews properties to and from the Pomeroy Street frontage storage area) and collection arrangements of refuse and recycling facilities for each residential and commercial unit hereby approved, have been submitted to and approved in writing by the local planning authority.
- (b) The facilities as approved under part (a), including the management arrangements shall be provided in full prior to occupation of the development and shall thereafter be permanently retained and maintained.
- (c) No refuse bins or sacks shall be left in the communal areas of the site, nor within the public footpath at any time.

**Reason:** In order that the local planning authority may be satisfied with the provisions for recycling facilities and refuse storage in the interest of safeguarding the amenities of neighbouring occupiers and the area in general, in compliance with Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character and Core Strategy Policy 13 Addressing Lewisham waste management requirements (2011).

15. The 81 proposed secure and dry cycle parking spaces indicated on the plans hereby approved shall be provided within the development and made available for use prior to occupation of the development and permanently retained and maintained thereafter.

**Reason:** In order to ensure adequate provision for cycle parking and to comply with Policy 14: Sustainable movement and transport of the Core Strategy (2011).

16. The tree protection measures as set out in drawing number DFCP 3459TPP and the Arboricultural Impact Assessment - DF Clark Bionomique Limited (26/3/15) shall be implemented during the construction process.

**Reason:** To safeguard the health and safety of trees during building operations and the visual amenities of the area generally and to comply with Policy 12 Open space and environmental assets of the Core Strategy (June 2011), and DM Policy 25 Landscaping and trees and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

17. (a) The Mews courtyard, southern landscaped strip and private gardens shall be implemented in accordance with the Outerspace Landscape Masterplan (August 2015) and drawing numbers L-100 and L-101.
- (b) All planting, seeding or turfing shall be carried out in the first planting and seeding seasons following the completion of the development, in accordance with the approved scheme under part (a). Any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species.
- (c) The private and communal areas hereby approved shall be retained permanently for the benefit of the occupiers of the residential units hereby approved only and shall not be used by the occupiers of the commercial space.

**Reason:** In order that the local planning authority may be satisfied as to the details



of the proposal and to comply with Core Strategy Policy 12 Open space and environmental assets, Policy 15 High quality design for Lewisham of the Core Strategy (June 2011), and DM Policy 25 Landscaping and trees and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

18. (a) All recommendations as set out in the Ecological Appraisal dated 4 April 2015 shall be implemented.

(b) The measures as referred to in part (a) shall be installed and fit for purpose before occupation of the building and maintained in perpetuity.

**Reason:** To comply with Policy 7.19 Biodiversity and access to nature conservation in the London Plan (2015), Policy 12 Open space and environmental assets of the Core Strategy (June 2011), and DM Policy 24 Biodiversity, living roofs and artificial playing pitches and local character of the Development Management Local Plan (November 2014).

19. (a) Details of the number and location of at least 2 electric vehicle charging points to be provided and a programme for their installation and maintenance shall be submitted to and approved in writing by the local planning authority prior to completion of the development hereby approved.

(b) The electric vehicle charging points as approved shall be installed prior to occupation of the Development and shall thereafter be retained and maintained in accordance with the details approved under (a).

**Reason:** To reduce pollution emissions in an Area Quality Management Area in accordance with Policy 7.14 Improving air quality in the London Plan (July 2011), and DM Policy 29 Car parking of the Development Management Local Plan (November 2014).

20. (a) The development shall be constructed with a biodiversity living roof laid out in accordance the Bauder Vegetation for Extensive & Biodiverse Green Roofs document and drawing number D\_TY\_RT1 Rev P1 prior to the commencement of any above ground works and approved and maintained permanently thereafter.

(b) The living roofs shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency.

(c) Evidence that the roof has been installed in accordance with (a) shall be submitted to and approved in writing by the local planning authority prior to the first occupation of the development hereby approved.

**Reason:** To comply with Policies 5.10 Urban greening, 5.11 Green roofs and development site environs, 5.12 Flood risk management, 5.13 Sustainable Drainage and 7.19 Biodiversity and access to nature conservation in the London Plan (2015), Policy 10 managing and reducing flood risk and Policy 12 Open space and environmental assets of the Core Strategy (June 2011), and DM Policy 24 Biodiversity, living roofs and artificial playing pitches of the Development Management Local Plan (November 2014).

21. (a) Prior to occupation of the development a scheme for any external lighting that is to be installed at the site, including measures to prevent light spillage shall be submitted to and approved in writing by the local planning authority.

(b) Any such external lighting as approved under part (a) shall be installed in accordance with the approved drawings and such directional hoods shall be retained permanently.

(c) The applicant should demonstrate that the proposed lighting is the minimum needed for security and working purposes and that the proposals minimise pollution from glare and spillage.





**Reason:** In order that the local planning authority may be satisfied that the lighting is installed and maintained in a manner which will minimise possible light pollution to the night sky and neighbouring properties and to comply with DM Policy 27 Lighting of the Development Management Local Plan (November 2014).

22. (a) No part of the development hereby approved shall be occupied until such time as a user's Travel Plan, in accordance with Transport for London's document 'Travel Planning for New Development in London' has been submitted to and approved in writing by the local planning authority. The development shall operate in full accordance with all measures identified within the Travel Plan from first occupation.
- (b) The Travel Plan shall specify initiatives to be implemented by the development to encourage access to and from the site by a variety of non-car means, shall set targets and shall specify a monitoring and review mechanism to ensure compliance with the Travel Plan objectives.
- (c) Within the timeframe specified by (a) and (b), evidence shall be submitted to demonstrate compliance with the monitoring and review mechanisms agreed under parts (a) and (b).

**Reason:** In order that both the local planning authority may be satisfied as to the practicality, viability and sustainability of the Travel Plan for the site and to comply with Policy 14 Sustainable movement and transport of the Core Strategy (June 2011).

23. The development hereby approved shall not be occupied until the existing vehicular access has been closed, the highway reinstated and the new access has been constructed in accordance with the permitted plans.

**Reason:** To confine access to the permitted points in order to ensure that the development does not prejudice the free flow of traffic or conditions of general safety along the neighbouring highway and to comply with the Policy 14 Sustainable movement and transport of the Core Strategy (June 2011).

24. Details of all pedestrian and vehicular entrance doors including details of any means of access control into the development shall be submitted to and approved in writing by the LPA prior to the occupation of the development hereby approved.

(b) The development shall not be occupied until the details pursuant to paragraph (a) has been implemented in its entirety. Thereafter, the communal entrance doors shall be maintained in perpetuity in accordance with the approved details.

**Reason**

In order that the local planning authority may be satisfied as to the detailed treatment of the proposal and to comply with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character.

25. The residential units hereby approved shall achieve the following energy efficiency and water efficiency standards :
- Energy efficiency - a minimum 19% improvement in the Dwelling Emission Rate over the Target Emission Rate as defined in Part L1A of the 2013 Building Regulations;
  - Water efficiency - a minimum 110 litres per person per day (including a 5 litre allowance for external water use).

**Reason:** To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2015) and Core Strategy



Policy 7 Climate change and adapting to the effects, Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

26. Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking, re-enacting or modifying that Order), no satellite dishes shall be installed on the elevations of any building hereby approved.

**Reason:** In order that the local planning authority may be satisfied with the details of the proposal and to accord with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

27. (a) Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking, re-enacting or modifying that Order), no plumbing or pipes, flues or rainwater pipes, shall be fixed on the external faces of the buildings hereby approved.

(b) Prior to the commencement of any above ground works, full details of any external vents shall be submitted to and approved by the Local Planning Authority in writing. The development shall be implemented in accordance with the approved plans and maintained permanently thereafter.

**Reason:** In order that the local planning authority may be satisfied with the details of the proposal and to accord with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

28. The two car parking spaces as shown on drawing number 102 Rev A hereby approved shall be allocated to 2 wheelchair units. The car parking spaces shall be provided prior to the occupation of any wheelchair unit and shall be permanently retained for the benefit of a wheelchair unit thereafter.

**Reason:** To ensure that the car parking spaces are used for the benefit of the wheelchair accessible housing occupiers in accordance with Policy 1 Housing provision, mix and affordability, Policy 15 High quality design for Lewisham and Policy 14 Sustainable movement and transport of Lewisham's Core Strategy (June 2011) and Development Management Local Plan Policy 32 Housing design, layout and space standards of the Development Management Local Plan (November 2014).

29. No process in the commercial unit hereby approved shall be carried on nor machinery installed which could not be carried on or installed in any residential area without detriment to the amenity of that area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit.

**Reason:** To safeguard the amenities of the adjoining premises and the area generally and to comply with Paragraph 120 of the National Planning Policy Framework and DM Policy 26 Noise and vibration of the Development Management Local Plan (November 2014).

30. (a) A minimum of 442 square meters of commercial floorspace shall be provided in the development hereby approved.  
(b) The commercial space as referred to in (a) shall not be used for any purpose other than for purposes within Class B1 in the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modifications.

**Reason:** In order to enable the local planning authority to control any future change of use or subdivision of the property in the interests of protecting the commercial floorspace at ground floor level in accordance with Core Strategy Policy 5: Other employment locations and to ensure an acceptable standard of amenity is provided in the upper floor residential unit in accordance with Core Strategy Policy 1: Housing provision, mix and affordability, and with DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).



the Development Management Local Plan (November 2014).

31. The entire site shall receive 'Secure by Design' accreditation and a certificate to this effect shall be submitted to the local planning authority within 6 months of completion of the development.

**Reason:** In the interests of the safety and security of the development, in accordance with Policy 7.4 Designing Out Crime in the London Plan (2011).

32. (a) Details of the proposed solar panels shall be submitted to and approved in writing by the LPA prior to the commencement of any above ground works.

(b) The solar panels approved in accordance with (A) shall be installed in full prior to first occupation of the residential units hereby approved, and retained in perpetuity.

**Reason:** To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2015) and Core Strategy Policy 7 Climate change and adapting to the effects and Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

33. (a) The building shall be designed so as to provide sound insulation against external noise and vibration, to achieve levels not exceeding 30dB LAeq (night) and 45dB L<sub>Amax</sub> (measured with F time weighting) for bedrooms, 35dB LAeq (day) for other habitable rooms, with window shut and other means of ventilation provided. External amenity areas shall be designed to achieve levels not exceeding 55 dB LAeq (day) and the evaluation of human exposure to vibration within the building shall not exceed the Vibration dose values criteria 'Low probability of adverse comment' as defined BS6472.

(b) No development other than demolition to existing ground level shall commence until details of a sound insulation scheme complying with paragraph (a) of this condition have been submitted to and approved in writing by the local planning authority.

(c) The development shall not be occupied until the sound insulation scheme approved pursuant to paragraph (b) has been implemented in its entirety. Thereafter, the sound insulation scheme shall be maintained in perpetuity in accordance with the approved details.

**Reason:** To safeguard the amenities of the occupiers of the proposed dwellings and to comply with DM Policy 26 Noise and vibration, DM Policy 31 Alterations and extensions to existing buildings including residential extensions and DM Policy 32 Housing design, layout and space standards of the Development Management Local Plan (November 2014).

## INFORMATIVES

- A. **Positive and Proactive Statement:** The Council engages with all applicants in a positive and proactive way through specific pre-application enquiries and the detailed advice available on the Council's website. On this particular application, positive discussions took place which resulted in further information being submitted.
- B. The applicant is advised that any works associated with the implementation of this permission (including the demolition of any existing buildings or structures) will constitute commencement of development. Further, all pre commencement conditions attached to this permission must be discharged, by way of a written approval in the form of an application to the Planning Authority, before any such works of demolition take place.
- C. As you are aware the approved development is liable to pay the Community



Infrastructure Levy (CIL) which will be payable on commencement of the development. An 'assumption of liability form' must be completed and before development commences you must submit a 'CIL Commencement Notice form' to the council. You should note that any claims for relief, where they apply, must be submitted and determined prior to commencement of the development. Failure to follow the CIL payment process may result in penalties. More information on CIL is available at: -  
<http://www.lewisham.gov.uk/myservices/planning/apply-for-planning-permission/application-process/Pages/Community-Infrastructure-Levy.aspx>

- D. The land contamination condition requirements apply to both whole site and phased developments. Where development is phased, no unit within a phase shall be occupied until a), b) and c) of the condition have been satisfied for that phase.

Applicants are advised to read 'Contaminated Land Guide for Developers'(London Borough's Publication 2003), on the Lewisham web page, before complying with the above condition. All of the above must be conducted in accordance with DEFRA and the Environment Agency's (EA) - Model Procedures for the Management of Land Contamination.

Applicants should also be aware of their responsibilities under Part IIA of the Environmental Protection Act 1990 to ensure that human health, controlled waters and ecological systems are protected from significant harm arising from contaminated land. Guidance therefore relating to their activities on site, should be obtained primarily by reference to DEFRA and EA publications.

- E. You are advised to contact the Council's Drainage Design team on 020 8314 2036 prior to the commencement of work.
- F. The assessment of the light spill and lux level at the window of the nearest residential premises shall follow the guidance provided in The Institution of Lighting Engineers, Guidance Notes for the Reduction of Obtrusive Light.
- G. The applicant be advised that the implementation of the proposal will require approval by the Council of a Street naming & Numbering application. Application forms are available on the Council's web site.
- H. In preparing the scheme of dust minimisation, reference shall be made to the London Councils Best Practice Guide: The Control of Dust and Emissions from Construction and Demolition. All mitigation measures listed in the Guide appropriate to the size, scale and nature of the development will need to be included in the dust minimisation scheme.
- I. Written schemes of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with the Historic England Guidelines for Archaeological Projects in Greater London. They must be approved by the planning authority before any on-site development related activity occurs.
- J. Condition (4) Site contamination requires the information to be submitted prior to commencement of the development in order that the local planning authority may be satisfied that the demolition and construction process is carried out in a manner which will minimise possible noise, disturbance and pollution to neighbouring properties within Pomeroy Street, Kender Street, Mylius Close and Romney Close and the surrounding area to comply with Policy 5.3 Sustainable design and construction, Policy 6.3 Assessing effects of development on transport capacity and Policy 7.14 Improving air quality of the London Plan (2015).
- K. This planning application was granted subject to a S.106 agreement.





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## Statement of Applicant's Rights arising from Grant of Planning Permission subject to conditions:-

### Appeals to the Secretary of State

- If you are aggrieved by the decision of the London Borough of Lewisham to grant planning permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate, Room 3/13, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN, Tel No. 0303 444 5000, Email: [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk) or fill in a form online via <https://www.gov.uk/appeal-planning-decision>
- The Secretary of State can allow a longer period for giving notice of an appeal, but 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 the Planning Inspectorate that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by the Planning Inspectorate.

### Purchase Notices

- 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 they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the London Borough of Lewisham. This notice will require the London Borough of Lewisham to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 Part VI of the Town and Country Planning Act 1990.



**APPENDIX 2**

**Plan**



**APPENDIX 3**

**DRAWING NUMBERS 102 REV A AND 103 REV A**



13. It is agreed that this Deed is intended to be enforceable against any person deriving title from or under the Owners and the Council shall register this Deed in its register of Local Land Charges


#### Agreements and Declarations

14. It is hereby agreed and declared as follows:-
- 14.1 nothing in this Deed shall derogate from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any capacity
- 14.2 the failure of the Council at any time to require performance by the other parties of any provisions of this Deed shall in no way affect the right of the Council to require performance of that provision
- 14.3 nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

#### Legal Fees

15. The Owners shall on the date of this Deed pay to the Council the sum of £5,000 towards the legal costs included in the preparation and completion of this Deed

#### Monitoring Contribution

16. The Owners and the Council hereby covenant with each other as follows:
- 16.1 the Owners shall pay the Monitoring Contribution to the Council *within 28 days* ~~on the date~~ of this Deed; and 
- 16.2 the Council shall apply the Monitoring Contribution towards the costs it incurs in employing the Monitoring Officer

