



DATED

17th September

2009

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK

UNILATERAL UNDERTAKING PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990 AND OTHER POWERS
IN RESPECT OF LAND KNOWN AS
80-92 and 94-118 SPA ROAD
BERMONDSEY SPA LONDON SE16

Deborah Collins
Strategic Director of Communities Law & Governance
London Borough of Southwark
PO Box 64529,
London SE1 5LX

Ref: LEG/RP/PL/S106/135136(SY)/09-AP-1098

THIS UNDERTAKING is given on the
Two thousand and Nine

17th

day of

September

BY

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
SOUTHWARK** of the Town Hall Peckham Road London SE5 8UB of the first
part (hereinafter referred to as "the Landowner")

W H E R E A S:

- (A) The Landowner is the freehold owner of those parts of the Site shown edged red on the Plan and registered with Title Absolute under title numbers 418575 and 432296 at HM Land Registry.
- (B) The LPA is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (C) The Developer wishes to construct the Development in accordance with the Planning Permission and to this end has entered into the Agreements for the acquisition of legal interests in the Site.
- (D) The freehold of 90 Spa Road forming part of the Site and shown for the purposes of identification only edged blue on the Plan is owned by a third party. The Landowner for the time being intends to acquire this land voluntarily or by compulsory purchase before transferring the same to the Developer pursuant to the Agreements.
- (E) Upon the acquisition of legal interests in the Site pursuant to the Agreements, the Developer and the LPA intend to enter into planning obligations by way of an agreement under Section 106 of the 1990 Act relating to the entire Site which shall be supplemental to and in the same terms (*mutatis mutandis*) as this Undertaking for the purpose of further securing the obligations contained or referred to in this Undertaking.
- (F) The obligations contained in this Undertaking are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 which may be enforced against the Site by the LPA.
- (G) Having regard to the provisions of the development plan and the planning considerations affecting the Site, the LPA considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the Landowner is

willing to give this Undertaking so as to bind the Site and any successors in title and assigns from time to time.

NOW THIS DEED WITNESSETH:

1. Definitions and Interpretation

1.1 The following words and phrases shall have unless the context otherwise requires bear the following meanings:

"1990 Act" The Town and Country Planning Act 1990;

"Acts" Section 278 of the Highways Act 1980, Section 27 of the Greater London Council (General Powers) Act 1969, Section 16 of the Greater London Council (General Power) Act 1974, Section 2 of the Local Government Act 2000 and Sections 111 120 and 123 of the Local Government Act 1972 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;

"Administration Cost" The sum of £3,858.00 (three thousand eight hundred and fifty eight pounds) Index Linked being 2% of the negotiated value of the Site and Development Contributions to be paid by the Landowner to the LPA in two instalments: -

- i) £1,811 (one thousand eight hundred and eleven pounds) in respect of Phase 1 ("Phase 1 Administration Cost") accordance with paragraph 1.3, Table A of Schedule 3, and
- ii) £2,045 (two thousand and forty five pounds) in respect of Phase 2 ("Phase 2 Administration Cost") in accordance with paragraph 1.3, Table A of Schedule 3,

for the reasonable costs incurred by the LPA in administering this Undertaking including maintenance of financial records, monitoring the progress of the Development including receipt of payments made and expended and applied, and monitoring compliance with the terms of this Undertaking;

"Affordable Housing" Affordable housing that is attainable for purchase and/or rent by those households who cannot afford to buy or rent

	anywhere in the Borough at open market housing prices
"Affordable Housing Units"	The 24 (twenty four) Social Rented Units being 76 Habitable Rooms to be constructed upon the Site within Phase 1 of the Development pursuant to the Approved Affordable Housing Mix and including three (3) of the Wheelchair Accessible Affordable Housing Units;
"Agreements"	The 1 st and 2 nd Agreement together;
"1 st Agreement"	The Agreement for Sale between (1) the Landowner and (2) the Developer dated 31 st March 2009 in respect of part of the Site known as 94-118 Spa Road, Bermondsey Spa SE16;
"2 nd Agreement"	The Agreement for Sale between (1) the Landowner and (2) the Developer dated 31 st March 2009 in respect of part of the Site known as 80-92 Spa Road, Bermondsey Spa SE16;
"Application"	The Application for planning permissions submitted by the Developer to the Council and registered by the Council on 18 th June 2009 to carry out the Development upon the Site (LBS Registered Number 09-AP-1098);
"the Approved Affordable Housing Mix"	The approved mix of Affordable Housing Units the tenure and size of which is as set out in Schedule 4 of this Undertaking and to include the tenure and size of the Wheelchair Accessible Affordable Housing;
Archaeology Contribution	The sum of £4,801 (four thousand eight hundred and one pounds) Index Linked to be paid by the Landowner to the LPA in two equal Instalments in accordance with Paragraph 1 of Schedule 3;
"Borough"	The London Borough of Southwark;
"Car Club"	The Car Club to be promoted by the Landowner pursuant to the Car Club Scheme;
"Car Club On Street Space"	The provision of 1 (one) Car Club on street space shown for identification purposes on drawing number 504/0010 annexed hereto as Plan 2;
"Car Club Operator"	A third party operator nominated by the Landowner in the Car Club Scheme to operate the Car Club;
"Car Club Scheme"	A car club scheme to include details of the Car Club On Street Space, the proposed agreement with the Car Club

	Operator including any financial arrangements and the detail of the provision of 12 months free Car Club membership for Residents;
"Car Parking Space"	A car parking space constructed on the Site pursuant to the Planning Permission;
"Contributions"	Archaeology Contribution, Education Contribution, Public Open Space, Children's Play Equipment, and Sports Development Contribution, Public Realm Contribution, Site Specific Transport Contribution, Strategic Transport Contribution, WPC Management Contribution;
"Demolition"	The taking down of the existing buildings on the Site or any substantial part thereof but excludes inter alia the removal of doors, flooring, fixtures, services and temporary structures including room partitions and 'Demolish' shall be construed accordingly;
"Developer"	Hyde Housing Association Limited and shall include: - <ul style="list-style-type: none"> (a) any successors and assigns from time to time in existence (b) any successor statutory bodies fulfilling the same or similar functions from time to time (c) any subsidiary, any holding company or any other subsidiary of a holding company of the Developer (which expressions shall have the same meaning as in the Companies Act 1985) (d) any subsidiaries or holding companies of successors or assigns to the Developer (which expressions shall have the same meaning as in the Companies Act 1985)
"Development"	Demolition of existing buildings and erection of a mixed use development comprising two 5-storey buildings to provide for 856 sqm of commercial floor space (use classes A1-A5) at ground floor level, and 48 residential units (12 x 1 bed, 9 x 2 bed 3 person, 19 x 2 bed 4 person and 8 x 3 bed) above, cycle and car parking, amenity space and ancillary plant equipment on the Site pursuant to the Application;
"Director of"	The LPA's Director of Regeneration and Neighbourhoods or any other officer or person properly exercising the authority

Regeneration"	of the Director of Regeneration and Neighbourhoods for the time being;
"Dwelling"	Any dwelling constructed on the Site pursuant to the Planning Permission;
"Education Contribution"	The sum of £11,780 (eleven thousand seven hundred and eighty pounds) Index Linked to be paid by the Landowner to the LPA in a single Instalment in accordance with paragraph 1 of Schedule 3 and to be expended by the LPA on the provision of education in the vicinity of the Site;
"Habitable Rooms"	<p>A room with at least one window within a Dwelling which room is:</p> <p>(a) capable of use for sleeping, living or dining; or</p> <p>(b) a kitchen with an overall floor area of not less than 11 m²</p> <p>but excluding in all cases toilets, bathrooms, landings, halls and lobbies</p>
"Highway Agreement"	An agreement under Section 278 of the Highways Act 1980 to secure and authorise the carrying out by the Landowner of the Highway Works;
"Highway Works"	<p>The highway works means:</p> <p>(i) in respect of Phase 1 - resurfacing and improvement works, to Vauban Street, Dunlop Place and Spa Road, Bermondsey Spa SE16, including the laying out of car parking bays on Spa Road, and</p> <p>(ii) in respect of Phase 2 - resurfacing of Spa Road and Vauban Street, including the provision of the Car Club On Street Space</p> <p>a detailed specification of which including costings and plans shall be submitted to and approved by the relevant highway authority with a view to the Landowner entering into the Highway Agreement;</p>
"Implementation Date"	The date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site and references to "Implementation" and "Implement" shall be construed

accordingly and for the avoidance of doubt for the purposes of this Deed the terms shall: -

(i) exclude Demolition and

(j) be construed as independent events in respect of Phase 1 and Phase 2 where the context permits;

"Index"	The RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics or the BCIS General Building Cost Index - published monthly by the Building Cost Information Service (as the case may be) to be applied in accordance with clause 11;
"Index-Linked"	The increase in value of any of the Contribution(s) based on the Index to be calculated and payable in accordance with Clause 11 of this Undertaking;
"Landowner"	The party of the first part hereto and any successors and assigns;
"Local Employment and Skills Agencies"	Local and employment skills agencies such as the Bosco Centre and Construction Related Skills;
"London Plan"	The London Plan Spatial Development Strategy for Greater London Consolidated with Alterations since 2004;
"LPA"	The London Borough of Southwark in its statutory capacity as the local planning authority for the Borough and any statutory successor body;
"Mortgagee"	Any mortgagee or chargee of a Registered Social Landlord which obtains an interest or estate in the Site (including the Developer) or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;
"Mortgagee's Duty"	The tasks and duties set out in Schedule 5 of this Undertaking;
"Occupation Date"	The first date when any part of the Development is occupied for the purposes permitted by the Planning Permission and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly;

"Parking Bay"	A parking place designated by the LPA by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use in the locality in which the Development is situated;
"Parking Permits"	A parking permit issued by the LPA under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay;
"Phase 1"	The 1 st phase of the Development to be constructed on the eastern block of the Site comprising the land known as 94-118 Spa Road including land to the rear of the same and shown for the purposes of identification only edged red and labelled Phase 1 on the Plan;
"Phase 2"	The 2 nd phase of the Development to be constructed on the western block of the Site comprising the land known as 80-92 Spa Road including land to the rear of the same and shown for the purposes of identification only edged red and labelled Phase 2 on the Plan;
"Plan"	The plan of the Site annexed hereto;
"Planning Permission"	A planning permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;
"Practical Completion Date"	The date of issue of a certificate of practical completion by the Landowner's architect or engineer or surveyor or in the event that the Development is constructed by a party other than the Landowner the issue of a certificate of practical completion by that other party's architect or engineer or surveyor;
"Public Open Space, Children's Play Equipment and Sports' Development Contribution"	The sum of £46,287 (forty six thousand two hundred and eighty seven pounds) Index Linked towards the creation of new LPA maintained public space and the improvement of existing LPA maintained public space in the vicinity of the Site to be paid by the Landowner to the LPA in 6 Instalments in accordance with paragraph 1 of Schedule 3;
"Public Realm Improvements Contribution"	The sum of £36,000 (thirty six thousand pounds) Index Linked towards public realm improvements in the vicinity of the Site with priority being accorded to pavement upgrades between other new Bermondsey Spa developments on Spa Road and the Site in line with the Bermondsey Spa Public Realm Strategy (extant at the time of Implementation) to be



TITLE. Site G Phases 1 & 2,
Spa Road.

The Plan

DRAWING No. LBS_2190

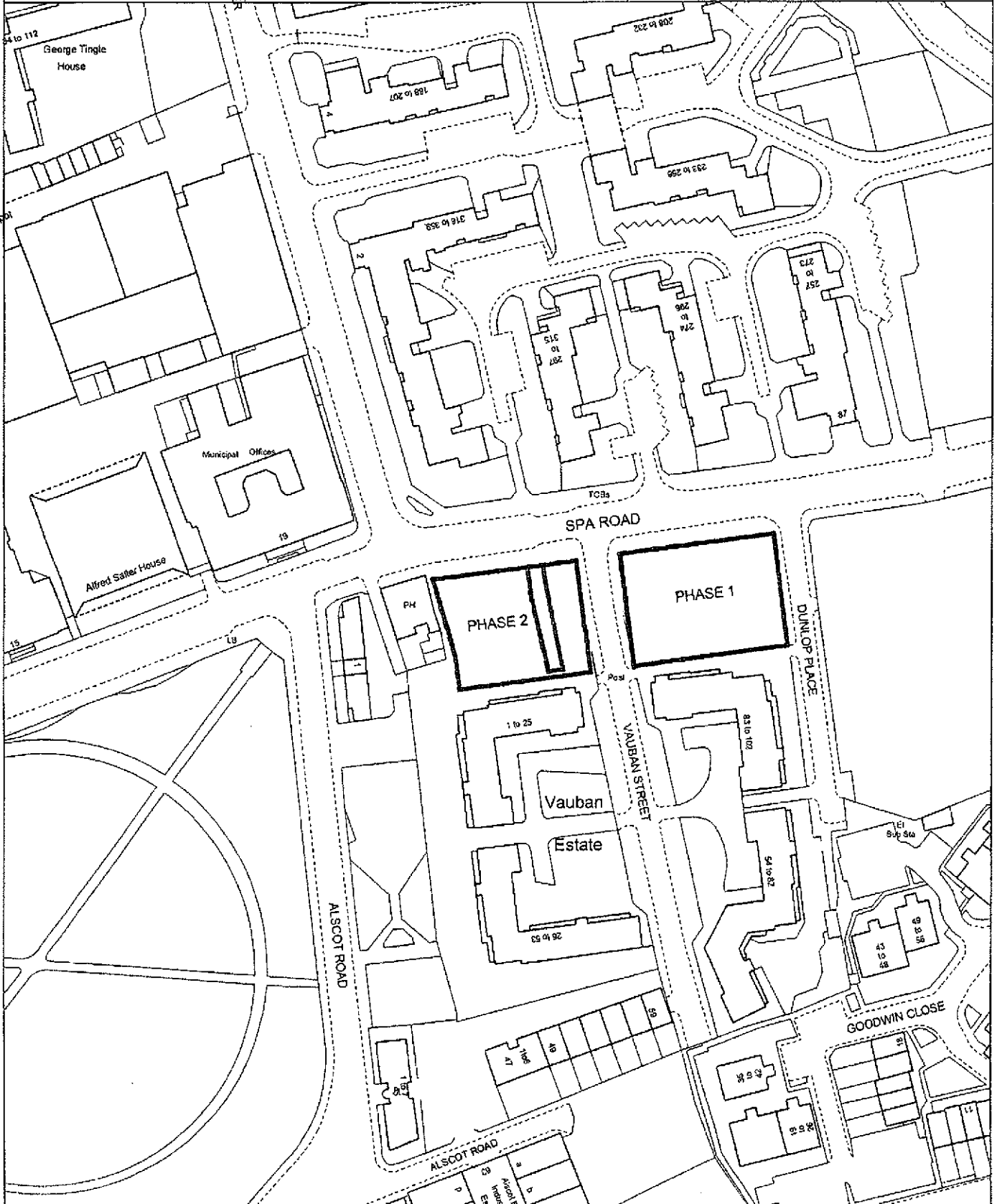
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DRAWN BY. MMANKTELOW
Property Division

Original Scale - 1:1250

DATE. 14/9/2009

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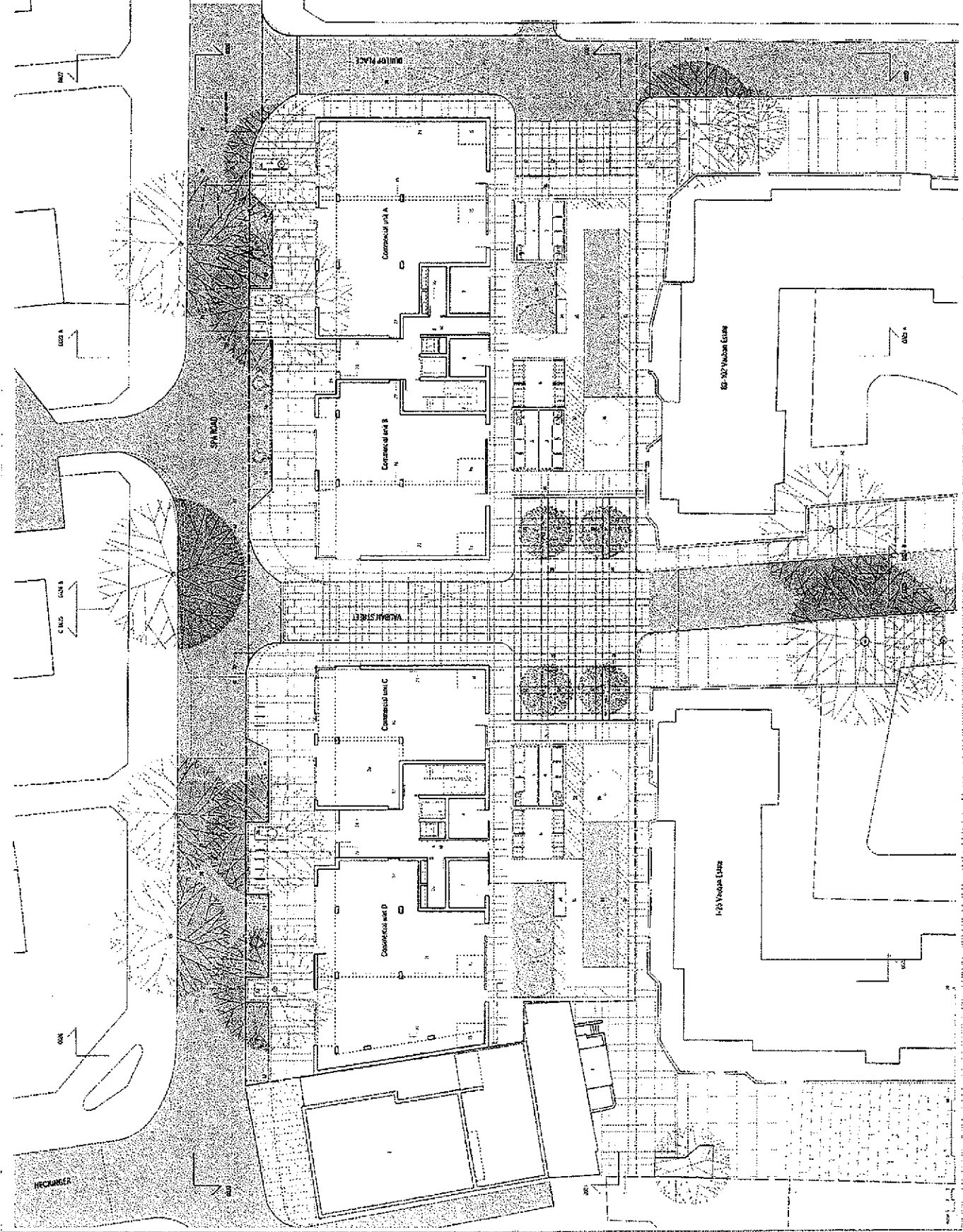


DATE



- 1. Existing buildings to be demolished
- 2. Proposed buildings to be constructed
- 3. Proposed buildings to be constructed in accordance with the Planning Permission
- 4. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations
- 5. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations
- 6. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations
- 7. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations
- 8. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations
- 9. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010
- 10. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998
- 11. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000
- 12. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004
- 13. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007
- 14. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010
- 15. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010 and the Freedom of Information Act 2010
- 16. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010 and the Freedom of Information Act 2010 and the Freedom of Information Act 2010
- 17. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010 and the Freedom of Information Act 2010 and the Freedom of Information Act 2010
- 18. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010 and the Freedom of Information Act 2010 and the Freedom of Information Act 2010
- 19. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010 and the Freedom of Information Act 2010 and the Freedom of Information Act 2010
- 20. Proposed buildings to be constructed in accordance with the Planning Permission and the Building Regulations and the Fire Regulations and the Environmental Regulations and the Health and Safety Regulations and the Access to Work Regulations and the Equality Act 2010 and the Data Protection Act 1998 and the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Access to Information Regulations 2007 and the Freedom of Access to Information Act 2010 and the Freedom of Information Act 2010 and the Freedom of Information Act 2010

01/11/2023
 Project No: 23/0000000000
 Project Name: 90-118 Spa Road - Berrymansley, London
 Project Location: Berrymansley, London
 Project Status: Proposed
 Project Scale: 1:500
 Project Date: 01/11/2023
 Project Author: Weston Williamson
 Project Checker: Weston Williamson
 Project Approver: Weston Williamson
 Project Date: 01/11/2023



Plan 2

paid by the Landowner to the LPA in two equal Instalments in accordance with paragraph 1 of Schedule 3;

"Registered Social Landlord"

A registered social landlord within the meaning of the Housing Act 1996 (and any amendment re-enactment or successor provision), either:

- (1) drawn from the list of registered social landlords set out in Appendix 3 of the Affordable Housing Supplementary Planning Document (September 2008) and not removed from the register pursuant to Section 4 of that Act, or
- (2) approved for the purposes of this Deed in writing by the Director of Regeneration and Neighbourhoods such approval not to be unreasonably withheld or delayed

"Remaining Units"

The 24 (twenty four) private residential units forming part of Phase 2 of the Development other than the Affordable Housing Units;

"Significant Under-performance"

delivery of less than 50 per cent of total outputs specified in paragraphs 3.2.2 - 3.2.4 of Schedule 2 of this Deed;

"Site"

the land known as 80-92 and 94-118 Spa Road, Bermondsey Spa SE16 (excepting only 90 Spa Road) which is shown for the purpose of identification only shown edged red on the Plan and against which the obligations in this Deed may be enforced by the LPA;

"Site and Development Facilities"

Archaeology, Education, Public Open Space, Children's Play Equipment, and Sports Development, Public Realm, Site Specific Transport, Strategic Transport and WPC Management;

"Site Specific Transport Contribution"

The sum of £21,328 (twenty one thousand three hundred and eight pounds) Index Linked towards pedestrian and cycling improvements in the vicinity of the Site to be paid by the Landowner to the LPA in two equal instalments in accordance with paragraph 1 of Schedule 3;

"Social Rented Units"

The Affordable Housing Units available for rent such that (a) the total cost of rent and service management charges meet targets for affordable rented housing set by the Homes and Communities Agency and successor bodies from time to time in existence and (b) is consistent with the

	Council's Affordable Housing Supplementary Planning Document extant at the time of Implementation and the requirements of the London Plan and the Mayors Housing SPG 2005 in relation to social rented units;
"Southwark Plan"	The Southwark Plan 2007;
"90 Spa Road"	The freehold land known as 90 Spa Road Bermondsey Spa SE16 as the same is registered with title absolute under title number SGL12629 with H.M. Land Registry and shown for the purposes of identification only edged blue on the Plan
"Strategic Transport Contribution"	The sum of £21,327 (twenty one thousand three hundred and twenty seven pounds) Index Linked to be paid by the Landowner to the LPA in accordance with paragraph 1 of Schedule 3 and to be expended by the LPA towards strategic transport improvements as set out in the LPA's Local Implementation Plan;
"TfL"	Transport for London or any statutory successor;
"Traffic Management Order Contribution"	The sum of £2,750 (two thousand seven hundred and fifty pounds) Index Linked to be used by the LPA towards the cost of the Traffic Management Order;
"Traffic Management Order"	An amendment to the existing traffic order which will prohibit new occupiers of the Development (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) from obtaining a Parking Permit or buying a contract to park within any car park owned, controlled or licensed by the LPA;
"Travel Plan"	the travel plan or document to be submitted to the LPA by the Landowner and approved by the LPA in writing pursuant to a condition of the Planning Permission and thereafter the approved Travel Plan shall take effect on the Occupation Date;
"Wheelchair Accessible Affordable Housing Units"	The 3 wheelchair accessible Affordable Housing Units comprised in the Development to be constructed in accordance with drawing number referenced 504/0011 received with the Application and annexed hereto as Plan 3;
"Workplace Co-	An employee provided by the Landowner to perform a

ordinator"	brokering role between the construction contractors on-site of the Development and local residents seeking construction of the Development as set out in paragraph 5 of Schedule 2;
"Workplace Co-ordinator Contribution"	The payment of £31,828 (thirty eight thousand eight hundred and twenty eight pounds) Index Linked for the provision of a Workplace Co-ordinator during the construction of the Development payable in accordance with paragraph 2.3 of Schedule 2 of this Deed;
"WPC management contribution"	The sum of £ 2,581 (two thousand five hundred and eighty one pounds) Index Linked to cover the programme management and monitoring costs of the workplace co-ordinator scheme

In this Undertaking:

- 1.2 Where in this Undertaking reference is made to a clause, paragraph, schedule or plan it is to a clause, paragraph, schedule or plan in this Deed.
- 1.3 Headings used in this Undertaking are an aid to interpretation only and do not form part of this Undertaking.
- 1.4 A reference to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted.

2. **Statutory Provisions**

- 2.1 This Undertaking is given pursuant to section 106 of the 1990 Act and contains planning obligations which bind the freehold of the Site (excepting 90 Spa Road) owned by the Landowner. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Undertaking are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA , the restrictive covenants and undertakings herein on the part of the Landowner are entered into with the intent that subject to Clause 6 the same shall be enforceable without limit of time not only against the Landowner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Landowner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party

in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 2.2 To the extent only that any of the obligations contained in this Undertaking are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

3. **Legal Effect and Conditionality**

- 3.1 This Undertaking shall come into effect on the date hereof save where the context otherwise permits the obligations shall come into effect on the grant of Planning Permission.
- 3.2 Implementation of Phase 1 of the Development, shall not take place until a third party has an interest or estate in Phase 1 of the Site against which all the obligations in Schedules 2 and 3 of this Deed may be enforced by the LPA.
- 3.3 Without prejudice to 3.2 above, Implementation of Phase 2 of the Development shall not take place until: -
- 3.3.1 the Developer or a third party has acquired an interest or estate in Phase 2 of the Site against which all the obligations in Schedules 2 and 3 of this Deed may be enforced by the LPA; and
- 3.3.2 the Landowner has acquired voluntarily or by compulsory purchase and transferred an interest or estate in 90 Spa Road to the Developer or another third party developer against which all the obligations in Schedules 2 and 3 of this Deed may be enforced by the LPA; and
- 3.3.3 on the date of the Developer or a third party developer acquiring an interest or estate in Phase 2 of the Site including 90 Spa Road, the Landowner shall procure the Developer or other third party to enter into a Section 106 Agreement with the LPA supplemental to and in the same terms (*mutatis mutandis*) as this Deed for the purpose of further securing the obligations contained or referred to in this Deed in respect of the entire Site.

4. **Obligations of the Landowner**

- 4.1 The Landowner undertakes to observe and perform or cause to be observed and performed the obligations contained in Schedules 2 and 3 at the times and in the manner provided therein.

- 4.2 Without prejudice to any other remedy available to the LPA, the Landowner covenants that no part of the Development shall be used or Occupied unless and until the obligations contained within Schedules 2 and 3 have been complied with PROVIDED THAT this clause shall not apply to the provisions contained in paragraph 1 of Schedule 2.
- 4.3 The Landowner shall pay the Contributions as specified in Schedules 2 and 3 by way of BACS transfer into National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch PO Box 35, 10 Southwark Street, London SE1 1TT or such other account as the LPA shall nominate.

5. Landowner to Notify Council

- 5.1 The Landowner undertakes to the LPA to notify the LPA:
- 5.1.1 of its application to H.M. Land Registry under clause 7.1 within 14 days of this Deed; and
 - 5.1.2 its intention to Implement Phase 1 and Phase 2 of the Development by giving at least fourteen (14) days advance written notice in respect of each event; and
 - 5.1.3 in the event of default in respect of clause 5.1.2 above, immediately by written notice of the occurrence of the Implementation Date in respect of Phase 1 and Phase 2; and
 - 5.1.4 its intention to pay each Instalment of the Contributions in accordance with Schedule 3 of this Deed within the five (5) clear Working Days immediately preceding each payment and specifying in the notice the intended date of payment, the amount and method of payment, the agreement and property to which it relates; and
 - 5.1.5 the anticipated date of Practical Completion of each Phase 1 and Phase 2 by giving at least fourteen (14) days advance written notice; and
 - 5.1.6 of the occurrence of Practical Completion as soon as reasonably practicable by written notice; and
 - 5.1.7 the anticipated date of Occupation by giving at least fourteen (14) days advance written notice; and
 - 5.1.8 the occurrence of Occupation as soon as reasonably practicable by written notice.

6. Enforceability of Obligations

6.1 The obligations contained in this Undertaking shall not be binding upon nor enforceable against: -

6.1.1 the Mortgagee provided that it shall have first complied with the Mortgagee's Duty; or

6.1.2

a) any mortgagees of a residential tenant or person to whom a Registered Social Landlord grants a shared ownership lease or transfer;

b) any receiver appointed by such mortgagees;

c) a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees.

6.1.3 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;

6.1.4 any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Housing Unit;

6.1.5 tenant and successor who has exercised any statutory right to buy (or any equivalent statutory right) in respect of a particular Affordable Housing Unit;

6.2 No person shall be liable for any breach of the covenants restrictive or obligations contained in this Undertaking occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

7. Registration

7.1 Immediately after the execution of this Undertaking, the Landowner shall make an application to H.M. Land Registry for entries relating to this Deed to be made in the charges register(s) of the relevant title numbers so as to bind the Site as provided for in the before-mentioned statutory provisions.

7.2 If the Landowner fails to make application as referred to in clause 7.1 above the LPA shall (without prejudice to any other right) be entitled to register the Undertaking and recover the expenses incurred in doing so from the Landowner and the Landowner hereby covenants with the LPA to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

7.3 The undertakings on behalf of the Landowner to be observed and performed under this Undertaking shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

8. Site Not To Be Encumbered

8.1 The Landowner hereby undertakes to the LPA that it will not encumber nor deal with the Site in any manner whereby any party hereto or successor in title may be prevented from carrying out its undertakings contained herein.

9. Right of Access

9.1 Without prejudice to the LPA's statutory rights of entry the Landowner shall permit the LPA and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

9. Waiver

9.1 No waiver (whether express or implied) by the LPA of any breach or default by the Landowner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Landowner.

10. Interest on Late Payment

10.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the LPA if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Landowner shall pay on demand to the LPA interest thereon at the interest rate of three per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

11. Indexation

- 11.1 Any sums referred to in this Undertaking as payable or to be applied by any party other than the LPA under this Undertaking shall be paid or applied TOGETHER WITH if such payment or application is being made after the date of this Undertaking a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the Index figure last published by the Office for National Statistics or, where any sums relate to construction costs the BCIS General Building Cost Index, at the date hereof is the denominator ("X") and the last Index figure published before the date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y - X)}{X}$$

12. Enforcement Costs

- 12.1 Without prejudice to the terms of any other provision herein the Landowner shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the LPA (but not for the avoidance of doubt any other third party seeking to enforce the terms of this Undertaking pursuant to clause 16) for the purpose of or incidental to the enforcement of this Undertaking.

13. LPA's Legal Fees

- 13.1 The Landowner shall pay on the date of this Undertaking to the LPA, by way of a banker's draft or solicitor's client account cheque made payable to "the London Borough of Southwark", the LPA's reasonable costs in the preparation and negotiation of this Undertaking.

14. VAT

- 14.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.
- 14.2 The Landowner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Site and Development Contributions then to the extent that VAT had not been previously charged in respect of that contribution the LPA shall have the right to issue a VAT invoice to the Landowner and the VAT shall be paid accordingly.

15. **Notices**

15.1 Any notice or other communication to be given under or in connection with this Undertaking shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 18.3.

15.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

15.2.1 if delivered by hand, upon delivery at the relevant address;

15.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting; and

15.2.3 if sent by facsimile, when successfully transmitted

except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

15.3 Subject to clause 15.4, the address, facsimile number, relevant addressee and reference for each party referred to in this Undertaking are as follows:

For the LPA:

Address: PO Box 64529, London SE1 5LX

Facsimile number: 02075255432

Relevant addressee: The Director of Regeneration and Neighbourhoods

Reference: S106/ 135136/SY/09-AP-1098

For the Landowner: -

Address: PO Box 64529, London SE1 5LX

Facsimile number: 020 7525 4916

Relevant addressee: The Director of Major Projects

Reference: SP/80-118 Spa Road Shops/Bermondsey Spa

For the Developer:

Address: 181 Lewisham High Street, London Se13 6AA

Facsimile number: 020 82977629
Relevant addressee: Robert Pratt
Reference: Bermondsey Spa Site G

15.4 Any party referred to in this Undertaking may give notice of a change to its name, address, facsimile number or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

16. **Contracts (Rights of Third Parties) Act 1999**

16.1 With the exception of clauses 3.2 and 3.3, a person who is not named in this Undertaking does not have any right to enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

16.2 Clauses 3.2 and 3.3 shall be enforceable by any resident of the Borough.

17. **Miscellaneous**

17.1 The construction validity and performance of this Undertaking shall be governed by English law.

17.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.

17.3 In the event of the planning obligations contained in this Undertaking being modified a note or memorandum thereof shall be endorsed upon this Undertaking.

- 17.4 Nothing in this Undertaking shall prejudice or affect the rights powers duties and obligations of the LPA under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Undertaking.
- 17.5 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Landowner or its successors in title but without prejudice to the LPA's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Undertaking shall have no further effect thereupon.
- 17.6 Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the LPA or by the relevant Secretary of State on appeal or by reference to her after this date.

TP(Permit)

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SOUTHWARK COUNCIL



TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

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PLANNING PERMISSION WITH LEGAL AGREEMENT

Applicant Mr Robert Pratt
Hyde Housing Association
Date of Issue of this decision

LBS Registered Number 09-AP-1088

Planning Permission was GRANTED for the following development:

Demolition of existing buildings and erection of a mixed use development comprising two 5-storey buildings to provide for 856 sqm of commercial floorspace (use classes A1-A5) at ground floor level, and 48 residential units (12 x 1 bed, 9 x 2 bed 3 person, 19 x 2 bed 4 person and 8 x 3 bed) above, cycle and car parking, amenity space and ancillary plant and equipment.

At: BERMONDSEY SPA SITE G, 82 - 118 SPA ROAD, LONDON, SE16 3QT

In accordance with application received on 02/06/2009 Your Ref. No.:

and Applicant's Drawing Nos. Connick Tree Consultants, Code for Sustainable Homes - Preliminary Assessment, Flood Risk Assessment, Planning Document, Transport Statement, Daylight and Sunlight Impact Assessment, Planning, Design and Assessment

Plans:- 0001, 0002, 0003, 0004, 0005, 0010, 0011, 0012, 0013, 0014, 0015, 0020, 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0011 (wheelchair units)

Subject to the following twenty-four conditions:

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason

As required by Section 91 of the Town and Country Planning Act 1990 as amended.

- 2 Samples of the facing materials of the main building including brickwork, window frames, cladding, balcony materials, all ground level finishing material including those for shopfront and any other material to be used in the development shall be submitted to and approved by the Southwark Council as local planning authority before any work is commenced on site. The development shall not be carried out otherwise than in accordance with the details thus approved.

Reason

To ensure that the appearance of the development is satisfactory and that it contributes to the appearance the setting and its local environment and of the remaining Listed buildings. This is in accordance with policies 3.12 and 3.13 of the Southwark Plan (2007).

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TP(Permit)

SOUTHWARK COUNCIL

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- 3 Samples and/or drawings at a scale of 1:1 of all vents, outlets, expansion joints which result in a break in the surface of the brickwork shall be submitted to and approved by the Southwark Council as local planning authority before any work is commenced on site. The development shall not be carried out otherwise than in accordance with the details thus approved.
- Reason
To ensure that the appearance of the development is satisfactory and that it contributes to the appearance the setting and its local environment and of the remaining Listed buildings. This is in accordance with policies 3.12 and 3.13 of the Southwark Plan [2007].
- 4 Annotated drawings of the Spa Road, Dunlop Place, and Vauban Street elevations, to include details at a scale of at least 1:20 with details showing shopfront designs shall be submitted to and approved by Southwark Council as local planning authority before any work is commenced on site and the development shall not be carried out otherwise than in accordance with the details thus approved.
- Reason
To ensure that the appearance of the development is satisfactory and that it contributes to the appearance the setting and its local environment and of the remaining Listed buildings. This is in accordance with policies 3.12 and 3.13 of the Southwark Plan [2007].
- 5 The shopfronts to each phase, including glazing, shall be constructed and completed prior to any occupation of the relevant phase.
- Reason
To ensure the shopfronts to not remain boarded up and inactive in accordance with policy 3.12 Quality in Design of the Southwark Plan [2007].
- 6 Detailed drawings of a landscaping scheme (2 copies), including provision for the planting of suitable trees and shrubs, showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways) shall be submitted to and approved by the Council before the development hereby permitted is begun and the landscaping scheme approved shall thereafter be carried out in the first appropriate planting season following completion of the building works.
- Reason
To ensure that the appearance of the development is satisfactory and that it contributes to the appearance the setting and its local environment in accordance with policy 3.12 and 3.13 of the Southwark Plan [2007].
- 7 Any tree or shrub required to be retained or to be planted as part of a landscaping scheme approved, either as part of this decision or arising from a condition imposed as part of this decision, that is found to be dead, dying, severely damaged or seriously diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced by specimens of similar or appropriate size and species in the first suitable planting season.
- Reason
To ensure the approved landscaping scheme is maintained for an adequate period of time following construction in accordance with policy 3.12 Quality in Design of the Southwark Plan [2007].

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TP(Permit)

SOUTHWARK COUNCIL

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- 8 Details of the means by which the 4 existing Plane trees in Spa Road on the site are to be protected from damage by vehicles, stored or stacked building supplies, waste or other materials, and building plant or other equipment shall be submitted (2 copies) to and approved by the Local Planning Authority before any work is begun, and such protection shall be installed and retained throughout the period of the works.

Reason

To ensure the protection of the existing mature trees in accordance with policy 3.11 Urban Design and 3.12 Quality in Design of the Southwark Plan [2007].

- 9 The window glass of the shopfront/s to Spa Road along with the side returns shall not be painted or otherwise obscured and shall contain display which shall be permanently retained and maintained to the satisfaction of the local planning authority.

Reason

To safeguard the appearance and character of the development and to maintain vitality at ground floor level within the public square in accordance with policy 3.12 Quality in Design of the Southwark Plan 2007.

- 10 Details of the facilities to be provided for the secure storage of cycles for residents shall be submitted to and approved by the local planning authority prior to implementation and each residential core shall not be occupied until any such facilities as approved have been provided. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose without the prior written consent of the local planning authority, to whom an application must be made.

Reason:

In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with policy 5.3 of The Southwark Plan.

- 11 Prior to occupation of each commercial unit, details of the facilities to be provided for the secure storage of cycles for employees shall be submitted to and approved by the local planning authority and each commercial unit shall not be occupied until any such facilities as approved have been provided. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose without the prior written consent of the local planning authority, to whom an application must be made.

Reason:

In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with policy 5.3 of The Southwark Plan.

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TP(Permit)

SOUTHWARK COUNCIL

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- 12 Before the use hereby permitted commences a Travel Plan shall be submitted in writing to the Local Planning Authority setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors, and shall include at the start of the second year of operation a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site.

Reason:

In order that the use of non-car based travel is encouraged in accordance with Strategic Policy SP18 'Sustainable Transport' and Policies 5.2 'Transport Impacts' and 5.3 'Walking and Cycling' of the The Southwark Plan [Revised Draft February 2005].

- 13 A Service Management Plan providing details to include service arrangements for residential, commercial, refuse (including tracking diagrams), shall be submitted to and approved by the Local Planning Authority prior to occupation of the development.

Reason

To ensure appropriate servicing to the development is carried out in accordance with policy 5.2 of the Southwark Plan 2007.

- 14 Before any work in connection with this development is carried out above grade, a Waste Management Strategy (to include full details of the development's refuse storage arrangements) shall be submitted to the Local Planning Authority for approval setting out the proposed management measures to be taken to facilitate the satisfactory servicing of the building including measures to control vehicular and pedestrian movement. The plan should include details of waste transfer from residential units to compactors (with internal refuse and recycling handling covered as part of the residential service charge), and the procedure for collecting separated recycling materials and commingled (possibly bagged) recycling. The development shall not be carried out otherwise than in accordance with any approval given.

Reason

In order that the Council may be satisfied that the refuse will be appropriately stored within the site and that the servicing of the building will be carried out in a satisfactory manner in the interests of amenity and highway safety in accordance with policies 3.2, 3.7 and 3.13 of the Southwark Plan 2007.

- 15 Prior to the first occupation of each phase, a certificated Code for Sustainable Homes final certification (or other verification process agreed with the Local Planning Authority) shall be provided, confirming that the development has achieved a minimum Code for Sustainable Homes Code Level 3 rating.

Reason

To ensure the proposal complies with Policy 3.4 of the Southwark Plan 2007.

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TP(Permit)

SOUTHWARK COUNCIL

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- 16 Prior to the first occupation of the commercial elements of each phase, a certificated BREEAM final certification (or other verification process agreed with the Local Planning Authority) shall be provided, confirming that the development has achieved a minimum 'Very Good' rating.

Reason

To ensure the proposal complies with Policy 3.4 of the Southwark Plan 2007.

- 17 The development shall not commence until details of an Environmental Management Plan has been submitted to, and approved in writing by the Local Planning Authority for that part of the development. The Environmental Management Plan shall oblige the applicant, or developer and its contractor to use all best endeavours to minimise disturbances including but not limited to noise, vibration, dust, smoke and plant emissions emanating from the site during demolition and construction and will include the following information for agreement

- A detailed specification of demolition and construction works at each phase of development including consideration of environmental impacts and the required remedial measures.
- The specification shall include details of the method of piling.
- Engineering measures, acoustic screening and the provision of sound insulation required mitigating or eliminating specific environmental impacts.
- Arrangements for publicity and promotion of the scheme during construction.
- A commitment to adopt and implement of the ICE Demolition Protocol and Considerate Contractor Scheme registration.

All demolition and construction work shall be undertaken in strict accordance with the approved management scheme and code of practice, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure that and occupiers of neighbouring premises do not suffer a loss of amenity by reason of pollution and nuisance in accordance with Policies 3.1 'Environmental Effects' and 3.2 'Protection of Amenity' of The Southwark Plan 2007.

- 18 Full particulars and details (2 copies) showing a scheme for the ventilation (internal to the building), to an appropriate outlet level, for the ground floor units capable of being used for Class A3 restaurants, snack bars and café purposes, including details of sound attenuation for any necessary plant and the standard of dilution expected, shall be submitted to and approved by the Local Planning Authority prior to occupation of the relevant ground floor unit prior to its occupation in A3/A4/A5 use and the development shall not be carried out otherwise than in accordance with any approval given.

Reason:

In order that the Council may be satisfied that the ventilation ducting and ancillary equipment will not result in an odour, fumes or noise nuisance and will not detract from the appearance of the building, and to ensure that the necessary ventilation system is incorporated as an integral part of the development, in the interests of amenity in accordance with Policy 3.2 'Protection of Amenity' of the Southwark Plan 2007 and Planning Policy.

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- 19 No roof plant, equipment or other structures, other than as shown on the plans hereby approved or approved pursuant to a condition of this permission, shall be placed on the roof or be permitted to project above the roofline of any part of the building[s] as shown on elevational drawings or shall be permitted to extend outside of the roof plant enclosure[s] of any building[s] hereby permitted without the prior written consent of the Local Planning Authority.

Reason

In order to ensure that no additional plant etc. is placed on the roof of the building in the interest of the appearance and design of the building and the visual amenity of the area in accordance with Policy 3.12 Quality in Design of the Southwark Plan [2007].

- 20 The five wheelchair units hereby approved and shown on plan 0011 shall be constructed and fitted out to the standards set out in the South East London Wheelchair Design Guide.

Reason

To ensure the wheelchair units approved are delivered to the relevant standard in accordance with Policy 4.4 of the Southwark Plan [2007].

- 21 No development shall take place within the proposed development site until the applicant, or their agents or their successors in title, has secured the implementation of a programme of archaeological works in accordance with a written scheme of investigation, which has been submitted to the planning authority and approved in writing.

Reason:

To ensure that the archaeological operations (programme of archaeological evaluation and subsequent mitigation works) are undertaken to an appropriate standard, that the archaeological interests of the site are appropriately managed, that any findings are appropriately disseminated, that any recovered artefacts are conserved and that the information is archived.

- 22 Within six months of the completion of archaeological site works the applicants will supply an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive and this document has been submitted to the planning authority and approved in writing.

Reason:

To ensure that any findings are appropriately disseminated, that any recovered artefacts are conserved and that the information is archived and the project is published in a suitable way. This will be demonstrated by the production of a document following the guidance of Management of Archaeological Projects II (MAP II assessment report).

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TP(Permit)

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23 The development permitted by this planning permission shall only be carried out in accordance with the following mitigation measures detailed within the FRA:

1. As per paragraph 4.6, an appropriate surface water management plan must be adopted, including the use of Sustainable Drainage Systems (SuDS) wherever practicable. The surface water regulation system should be designed to limit the run-off from the site to that which currently exists, reducing the rate to greenfield (8l/s/ha) where possible. The surface water design should accommodate any storm event up to the critical duration 1 in 100 year storm (plus 30% for climate change) event for the site without the flow balancing system being bypassed.
2. As detailed in paragraph 4.7, the proposed ground floor levels will not be lower than the existing levels (approximately 2.85mAOD) with commercial use only at this level. Residential uses will be located at first floor (approximately 6.55mAOD, i.e. above the 1 in 200 year flood level including climate change) and above.
3. Safe access, in the form of an internal staircase from the ground floor to the higher levels, will be provided, as described in paragraph 4.7.
4. Flood resilient measures will be used as described in paragraph 4.8.

Reasons:

1. To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.
2. To reduce the risk and impact of flooding on the proposed development and its future occupants.
3. To mitigate residual flood risk and ensure safety of the future occupants of the proposed development.
4. To reduce the impact of flooding on the proposed development.

24 Prior to the commencement of the development, the developer shall enter into an agreement, under section 278 of the Highways Act, with the Highway Authority to carry out highway works on Vauban Street and Dunlop Place and the development shall not be carried out otherwise than in accordance with this S278 agreement.

Reason: To ensure that the proposal will not compromise highway safety in accordance with policy 5.2 Transport Impacts of the Southwark Plan 2007 and to ensure that the works are carried out with the agreement of and to the relevant standards of the Highway Authority.

Reasons for granting planning permission.

This planning application was considered with regard to various policies including, but not exclusively:

- a) Policies 3.2 Protection of Amenity, 3.11 Efficient Use of Land, 3.12 Quality in Design, 3.13 Urban Design, 4.2 Quality of Residential Development, and 7.5 Bermondsey Spa Action Area of the Southwark Plan [July 2007].

Particular regard was had to the increased massing of the site as well as the mix of uses that would result from the proposed development but it was considered that this would be outweighed by the provision of affordable and private sale housing as well as the planning obligations that would follow from the proposed development. It was therefore considered appropriate to grant planning permission having regard to the policies considered and other material planning considerations.

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TP(Permit)

SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



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PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Reg. No. 09-AP-1098

Date of Issue of this decision

Signed

A handwritten signature in black ink, appearing to be "GR", written over a horizontal line.

Gary Rice
Head of Development Management

Your attention is drawn to the notes accompanying this document

Any enquiries regarding this document should quote the LBS Registered Number and be sent to the Head of Development Management, Southwark Council, Regeneration and neighbourhoods, Planning & transport, Development management, PO Box 64529, London SE1P 5LX, or by email to planning.enquiries@southwark.gov.uk

UPRN: 200003405161

checked by _____ TP/361-118

PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Registered Number: 09-AP-1098

Date of issue of this decision:



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INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT

- 1 Prior to the commencement of works you are advised that you must arrange a survey of the condition of the adjacent public highway. Please contact the Director of Regeneration Department, PO Box 64529, London SE1P 5LX (tel: 020 7525 5000).
- 8 At least 6 months before the occupation of the new buildings or units of accommodation hereby permitted you are advised that you must obtain the Council's approval for the numbering and naming of buildings and the naming of any new streets created by the development. Application forms can be obtained from the Street Naming and Numbering service at the Council's Regeneration Department, PO Box 64529, London SE1P 5LX (Tel: 020 -7525-5403).
- 2 You are advised that prior to the commencement of works you must obtain the approval of the Council for any changes, alterations or other works to the highway or footway. Please contact the Director of Regeneration Department, PO Box 64529, London SE1P 5LX. (tel: 020 7525 5000).
- 3 You are advised that a licence must be obtained from the Council prior to any hoarding or works adjacent to the public highway or footway. Please consult the Director of Regeneration Department, PO Box 64529, London SE1P 5LX. (tel: 020 7525 5000).
- 6 You are reminded that approval of the details of any matter reserved by condition can only be given by the Head of Regeneration Department is not formally given by any other Department of the Council regardless of whether you are advised to discuss your proposal with that Department.
- 4 The details and/or samples required by the Condition(s) above must be accompanied by a letter stating:
 1. the LBS Reference Number which appears at the top of this decision notice;
 2. the full address of the application site;
 3. which condition(s) you seek to discharge; and
 4. a list of all drawing numbers/ sample name and manufacturer, together with the condition(s) they relate to.
 5. Each condition being discharged should be accompanied by a separate covering letter.Please note that the approval of details are subject to the same eight week timeframe as a full planning permission.
- 9 The developer should consult the Environment & Leisure Department to agree how the Council's Code of Construction Practice will be applied to the proposed development. Please contact the Pollution section, Chaplin Centre, Thurlow Street, SE17 (tel: 020 7525 5000).
- 5 All samples submitted must be clearly labelled with the LBS Reference Number of the original application and the address of the application site.
- 3 The details required by condition 6 for the hard paved footways should match that of the approved adjoining Site O development to ensure consistency within the streetscape.
- 7 The Council's Archaeologist can, on request, provide an archaeological brief detailing the methodology of the archaeological programme and can also provide information on concerning archaeological organisations who work frequently within the Borough and who may be able to carry out the works.

The details required by condition 6 for the hard paved footways should match that of the approved adjoining Site O development to ensure consistency within the streetscape.

PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Registered Number: 09-AP-1098

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IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

- [1] **APPEAL TO THE SECRETARY OF STATE.** If you are aggrieved by this decision of the council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally 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 that the local planning authority 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. If you do decide to appeal you can do so using The Planning Inspectorate's online appeals service. You can find the service through the appeals area of the Planning Portal at www.planningportal.gov.uk/pcs. You can also appeal by completing the appropriate form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel. 0117-3726372]. The form can also be downloaded from the Inspectorate's website at www.planning-inspectorate.gov.uk. The Planning Inspectorate will publish details of your appeal on the internet on the appeals area of the Planning Portal. This may include a copy of the original planning application form and relevant supporting documents supplied to the council by you or your agent, together with the completed appeal form and information you submit to The Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you, that you are happy will be made available to others in this way. If you supply information belonging to someone else please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- [2] **PURCHASE NOTICE.** If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of 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 Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.
- [3] **PROVISIONS FOR THE BENEFIT OF THE DISABLED.** Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:
- (i) Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
 - (ii) Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
 - (iii) Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].
- Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.
- [4] **OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION.** The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to 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 persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.
- [5] **WORKS AFFECTING THE PUBLIC HIGHWAY.** You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.
- [6] **THE DULWICH ESTATE SCHEME OF MANAGEMENT.** Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].
- [7] **BUILDING REGULATIONS.** You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].
- [8] **THE PARTY WALL Etc. ACT 1996.** You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near a

neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

IMPORTANT: This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.

SCHEDULE 2

1. AFFORDABLE HOUSING

- 1.1 The provisions of this clause shall come into effect on the Implementation Date.
- 1.2 The Landowner undertakes to the LPA: -
- 1.2.1 to construct or procure the construction of the Affordable Housing Units as part of the Development upon the Site at no cost to the LPA and in accordance with the Southwark Residential Design Standards Supplementary Planning Document (September 2008) or the most up to date supplementary planning document for residential design, the Affordable Housing Supplementary Planning Document (September 2008) and the Homes and Communities Agency, 2008 Design and Quality Standards Scheme Development Standards issued by the Homes and Communities Agency extant on the date hereof or such other design standards as the LPA may reasonably nominate.
 - 1.2.2 Unless otherwise agreed in writing by the LPA, the proportion of the Affordable Housing Units to be constructed as Wheelchair Accessible Affordable Housing shall be constructed in accordance with the Residential Design Standards Supplementary Planning Document (September 2008) or the most up to date supplementary planning document for residential design and the South East London Housing Partnership Wheelchair Housing Design Guidelines extant on the date hereof.
 - 1.2.3 that prior to Implementation of Phase 2, the Affordable Housing Units shall be completed and available for residential Occupation to a standard fit for residential Occupation to the reasonable satisfaction of the Director of Regeneration and Neighbourhoods; and
 - 1.2.4 Subject to the provisions of clause 8 the Landowner undertakes that the Affordable Housing Units shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in the London Borough of Southwark area PROVIDED THAT in the event of the Affordable Housing Units becoming subject to the South East London Housing Protocol (extant at time of Implementation of Phase 1 ("the Protocol")), the Affordable Housing Units may also be used for the purpose of providing housing accommodation to households in need of

Affordable Housing in the boroughs of Lewisham, Greenwich, Bromley and Bexley in strict compliance with the Protocol.

2. EMPLOYMENT AND TRAINING - Construction Jobs - Workplace Co-ordination

2.1 Prior to the Implementation Date, the Landowner will appoint a Workplace Co-ordinator using the LPA's established Workplace Co-ordinator methodology who will provide training and support to facilitate access to construction jobs during the construction phase of the Development for a minimum 24 month period.

2.2 the Landowner will:

2.2.1 maintain the Workplace Co-ordinator role within their organisation throughout the construction of the Development.

2.2.2 create the role of Workplace Co-ordinator to include the following duties:

2.2.2.1 to identify employment vacancies;

2.2.2.2 to encourage applications from suitable candidates resident in the Borough by liaising with the local Jobcentre Plus, employment service providers, voluntary and community sector, training providers and careers service providers, including Southwark Works and the Southwark Education Business Alliance;

2.2.2.3 to commission customised training (that is not currently delivered through mainstream courses) and to identify other revenue funds to deliver appropriate construction training;

2.2.2.4 to provide basic skills and site safety training to suitable candidates;

2.2.2.5 to work with new employees and their employers including those recruited as part of the Building London Creating Futures programme with the objective of ensuring effective transition into work;

2.2.3 to use best endeavours to:

(a) place a minimum of 14 workless Borough residents per annum into sustainable construction jobs;

- (b) train a minimum of 6 workless Borough residents per annum using short courses; and
 - (c) to provide a minimum of 14 Construction Skills Certification Skills training opportunities per annum;
 - (d) to negotiate with the Economic Development Team within the Council to negotiate the intended number of NVQ-level Qualifications.
- 2.2.4 Place the Workplace Co-ordinator with the contractor team during the building programme to work on the Site.
- 2.2.5 produce written reports to the LPA regarding the delivery and outcomes of the project on a quarterly basis the first report being sent on the date three (3) months after the Implementation Date of Phase 1.
- 2.3 In the event that the Landowner fails to appoint the Workplace Co-ordinator, the Landowner shall be required to pay the Workplace Co-ordinator Contribution within 28 days of receiving a written notice from the Council requesting payment PROVIDED THAT the Workplace Co-ordinator Contribution shall not fall due if the Developer subsequently appoints a Workplace Co-ordinator within 28 days following service of the LPA's written notice and FOR THE AVOIDANCE OF DOUBT in the event that the Council appoint the Workplace Co-ordinator the outputs contained in paragraphs 2.2.2 and 2.2.3 shall still apply to the Landowner and the Landowner shall use its best endeavours to comply with them.
- 2.4 In the event of Significant Under-Performance the LPA reserves the right to request the Workplace Co-ordinator Contribution. The Landowner will have a period of not less than 28 days to address any Significant Under-Performance from the date of written notice by the LPA prior to making the said payment and within those 28 days delivery rises to 50 per cent or more of the total outputs specified in the paragraph 2.2.2 and 2.2.3 the Workplace Co-ordinator Contribution will not be payable by the Landowner and the request for payment will be withdrawn by the LPA.
3. **CONSTRUCTION APPRENTICESHIPS**
- 3.1 The Landowner shall prior to the Implementation Date submit to the LPA for its approval details of the minimum number of new apprenticeship posts to be provided in construction trades on Site over the period of construction of the Development and shall unless otherwise agreed in writing by the LPA, provide

such apprenticeship posts. The LPA shall provide a list of approved Local Employment and Skills Agencies which shall be maintained by the Workplace Co-ordinator.

- 3.2 The Landowner, their contractors and sub-contractors shall work with the Workplace Co-ordinator and the Local Employment and Skills Agencies to recruit apprentices to the posts and provide the LPA with a written report on a quarterly basis until the Completion Date providing details of the numbers of personnel recruited to the new apprenticeship posts.

4. **CAR CLUB - OFF SITE**

- 4.1 Prior to first Occupation of Phase 2, the Landowner shall submit to the LPA for its approval details of the Car Club Scheme as part of the Travel Plan.
- 4.2 the Landowner shall not Occupy or permit Occupation of Phase 2 until the details of the Car Club Scheme have been approved.
- 4.3 Prior to Occupation, the Developer will provide the Car Club On Street Space and deliver the Car Club Scheme or enter into an agreement with a Car Club Operator to deliver the Car Club Scheme.
- 4.4 On Occupation of a Dwelling by a new occupier, the Landowner will promote or procure that the Car Club Operator promotes the Car Club Scheme to each new occupier by providing them with written details of the Car Club Scheme including membership details.
- 4.5 the Landowner covenants that the Car Club Scheme will operate in perpetuity unless otherwise agreed in writing with the LPA.

5. **PARKING PERMIT RESTRICTIONS**

- 5.1 Prior to the Implementation Date of Phase 1, the Landowner shall pay the Traffic Management Order Contribution in full.
- 5.2 The Landowner shall not Implement nor permit Implementation of Phase 1 until such time as the LPA has received the Traffic Management Order Contribution in full.
- 5.3 Prior to Occupying any Dwellings forming part of the Development, the Landowner shall ensure that each new occupier of the Development is informed by the Landowner of the LPA's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the LPA.

SCHEDULE 3

1. FINANCIAL CONTRIBUTIONS

- 1.1 Prior to the carrying out of any works of Demolition on Phase 1 or Phase 2 of the Site or any part or parts thereof the Landowner undertakes to pay the Archaeology Contribution in respect of each Phase 1 or Phase 2 to the LPA in accordance with paragraph 1.3 of this Schedule 3.
- 1.2 the Landowner undertakes not to demolish any building or part of any building upon Phase 1 or Phase 2 the Site until such time as the LPA has received the Archaeology Contribution in respect of each Phase 1 or Phase 2 in full.
- 1.3 Prior to the relevant trigger event Demolition, Implementation or first Occupation in respect of each Phase 1 or Phase 2, the Landowner covenants to pay to the LPA the corresponding instalment of each of the Contributions as detailed in the following table: -

Table A

Contributions	Phase 1		Phase 2	
	Instalment £	Trigger Event	Instalment £	Trigger Event
Administration Cost	1,811	Implementation	2,045	Implementation
Archaeology	2,400	Demolition	2,400	Demolition
Education			11,780	Occupation
Health	23,069	Occupation	23,069	
Public Open Space, Childrens' Play Equipment, and Sports Development Public Realm	3,402	Implementation	3,402	Implementation
	3,137	Implementation	3,137	Implementation
	16,605	Occupation	16,605	Occupation
	18,000	Implementation	18,000	Implementation
Site Specific Transport	9,250	Occupation	12,000	Occupation
Strategic Transport	10,664	Occupation	10,664	Occupation
Traffic Management Order	2,750	Implementation		
WPC Management Fee	1,291	Implementation	1,291	Implementation
Total	92,379		104,393	

- 1.4 Where the relevant trigger event in accordance with Table A, paragraph 1.3 above is Implementation of either Phase 1 or Phase 2, the Landowner shall not:

- 1.4.1 Implement Phase 1 of the Development until the LPA has received the total sum of all the Instalments of the Contributions in respect of Phase 1 due before the Implementation Date in accordance with paragraph 1.3 above in full;

- 1.4.2 Implement Phase 2 of the Development until the LPA has received the total sum of all the Instalments of the Contributions in respect of Phase 2 due before the Implementation Date in accordance with paragraph 1.3 above in full;
- 1.5 Where the relevant trigger event in accordance with Table A, paragraph 1.3 above is Occupation of either Phase 1 or Phase 2, the Landowner shall not:
 - 1.5.1 Occupy Phase 1 of the Development until the LPA has received the total sum of all the Instalments of the Contributions in respect of Phase 1 due before the Occupation Date in accordance with paragraph 1.3 above in full;
 - 1.5.2 Occupy Phase 2 of the Development until the LPA has received the total sum of all the Instalments of the Contributions in respect of Phase 2 due before the Occupation Date in accordance with paragraph 1.3 above in full;

SCHEDULE 4

APPROVED AFFORDABLE HOUSING MIX

Dwelling type	Tenure	No. of units	Habitable rooms per unit	Total habitable rooms
3 bedroom flat	Social Rented	8	4	32
2 bedroom wheelchair flat	Social Rented	3	3	9
2 bedroom flat	Social Rented	9	3	27
1 bedroom flat	Social Rented	4	2	8
Total		24		76

SCHEDULE 5

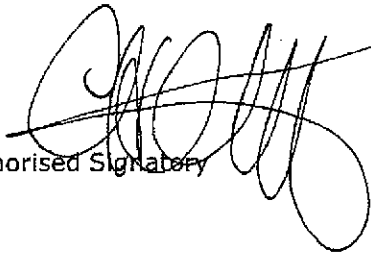
MORTGAGEE'S DUTY

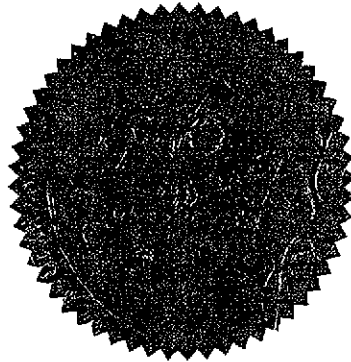
1. Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the Mortgagee shall give not less than three (3) months' prior notice to the Council of its intention to dispose of the Affordable Housing Units and: -
 - 1.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units may be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall fully co-operate with such arrangements and use its best endeavours to secure the transfer to another Registered Social Landlord;
 - 1.2 if the Council does not serve its response to the notice served under paragraph 1.1 above within one (1) month then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of Schedule 2 (Affordable Housing); and
 - 1.3 if the Council, the Mortgagee or any other person cannot within three (3) months of the date of service of the Council's response under paragraph 1.1 above arrange or secure such transfer then provided that the Mortgagee shall have fully complied with its obligations under paragraph 1.1 above, the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of Schedule 2 (Affordable Housing).

PROVIDED THAT the rights and obligations in this Schedule shall not require the Mortgagee to act contrary to its legal duties under the charge or mortgage.

IN WITNESS WHEREOF the Landowner has executed this deed the day and year first before written

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** was hereto affixed in the presence of:


Authorised Signatory



14453