

Dated 15 October 2020

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**

- and -

IMEDIAPRINT (MIDLANDS) LIMITED

- and -

TREETOPS PROPERTY LIMITED

- and -

ALUMNO STUDENT DEVELOPMENTS LIMITED

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
and other powers in relation to land known as
77-89 Alscot Road, London, SE1 3AW

Doreen Forrester-Brown
Director of Law and Democracy
London Borough of Southwark
160 Tooley Street
London SE1 2TZ
Ref: LEG/RP/PL/S106/RR020/143249
18/AP/2295

THIS DEED is made the 15 day of October two thousand and twenty

B E T W E E N

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ ("the Council");
- (2) **IMEDIAPRINT (MIDLANDS) LIMITED** (company registration number 01002413) whose registered office is situated at Boundary House, Penn Road, Beaconsfield, Buckinghamshire, HP9 2LW ("the First Owner");
- (3) **TREETOPS PROPERTY LIMITED** (company registration number 05990396) whose registered office is situated at 1 Vicarage Lane, London, E15 4HF ("the Second Owner"); and
- (4) **ALUMNO STUDENT DEVELOPMENTS LIMITED** (company registration number 09669902) whose registered office is situated at 2nd Floor 10 Frith Street, London, United Kingdom, W1D 3JF ("the Developer").

W H E R E A S:

- (A) The Council is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The First Owner owns the freehold interest in the part of the Site registered at the Land Registry under title number TGL147732 and is registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number TGL147732 at the date of this Agreement.
- (C) The Second Owner owns the freehold interest in the remainder of the Site being part of title number TGL202498 and is registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number TGL202498 at the date of this Agreement. The First Owner and Second Owner shall hereinafter be referred to as "the Owner".
- (D) The Owner wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein upon the Site
- (E) The Developer has an interest in the Site pursuant to an agreement for purchase dated 27 February 2018 which is noted on the charges registers of the land registered at the Land Registry with title numbers TGL147732 and TGL202498.

- (F) The First Owner has an interest in the part of the Site owned by the Second Owner pursuant to an agreement for purchase dated 27 February 2018 which is noted on the charges register of the land registered at the Land Registry with title number TGL202498.
- (G) Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Council 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 Parties are willing to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions and Interpretation

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

“1990 Act”	means the Town and Country Planning Act 1990;
“AAPs”	means the Council's area action plans extant at the time of the Implementation Date or any replacement thereof;
“Academic Year”	means a period of 43 weeks during which an educational institution holds classes and examinations;
“Acts”	means Section 27 of the Greater London Council (General Powers) Act 1969, Sections 111, 120 and 123 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 38/278 of the Highways Act 1980 and Section 1 of the Localism Act 2011 together with all other powers enabling;
“Additional Affordable Housing Payment in Lieu”	means a financial contribution to be paid by the Owner and/or Developer to the Council where applicable following Viability Review 1 or Viability Review 2 in accordance with Schedule 2 and to be applied by the Council towards the New Homes Building Programme, the precise value of which shall be calculated in accordance with Formula 1b and Formula 3 and which shall also be subject to the Affordable Housing Cap;
“Administration Cost”	means the sum of £3,499.10 (three thousand, four hundred and ninety nine pounds and ten pence) Index Linked to be paid by the Owner and/or Developer to the Council for the reasonable costs incurred by

the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms;

"Affordable Housing" means 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 market housing prices;

"Affordable Housing Cap" means the maximum Additional Affordable Housing Payment in Lieu (whether as a single payment or as a number of payments in cumulation) being a financial contribution up to an equivalent amount of 40 per cent by Habitable Room of the Student Accommodation within the Development and calculated in accordance with Formula 1b and Formula 3 (as applicable) but which payment shall be capped in any event to £900,000 (nine hundred thousand pounds);

"Affordable Housing Payment in Lieu" means the sum of £5,700,000 (five million seven hundred thousand pounds) to be paid by the Owner and/or Developer to the Council in accordance with paragraph 1.3 of Schedule 3 and to be applied by the Council towards the New Homes Building Programme;

"Application" means the application for planning permission submitted by the Owner and/or Developer to the Council and received by the Council on 12 July 2018 to carry out the Development upon the Site (LBS Registered Number 18/AP/2295);

"Application Build Costs" means the lower of (i) estimated build costs established by the Application Viability Appraisal being £12,397,000 (twelve million and three hundred and ninety seven thousand pounds) comprising the costs of demolition, construction, utility, and external works; and (ii) estimated build costs comprising the costs of demolition, construction, utility and external works as at the date of the grant of the Planning Permission;

"Application Gross Development Value" means the higher of (i) estimated gross development value established by the Application Viability Appraisal being £27,458,446 (twenty seven million, four hundred and fifty eight thousand and four hundred and forty six pounds) or (ii) estimated gross development value as at the date of the grant of the Planning Permission;

“Application Viability Appraisal”	means the financial viability appraisal dated 16 January 2019 and prepared by Douglas Birt Consulting and used by the Council to determine the Application;
“Bermondsey Spa Gardens Improvements Contribution”	means the sum of £56,500 (fifty six thousand five hundred pounds) Index Linked to be paid by the Owner and/or Developer to the Council in accordance with paragraph 2 of Schedule 3 and applied by the Council towards improvement and maintenance works to Bermondsey Spa Gardens and in particular any enhanced maintenance that may be required as a result of increased use of the gardens by Occupiers of the Development;
“Bicycle Strategy”	means a bicycle strategy to be submitted by the Owner and/or Developer to the Director of Planning for his approval in writing (such approval not to be unreasonably withheld or delayed) and which shall include: - <ul style="list-style-type: none"> (a) the provision of storage equipment relating to a cycle scheme provider approved by the Director of Planning (such approval not to be unreasonably withheld or delayed) and which may take the form of storage lockers for Brompton style folding bicycles or a hire dock where appropriate (b) details as to the ongoing maintenance and repair of the storage equipment referred to in paragraph (a) above; and (c) a methodology to promote the use of the cycle scheme offered by the provider approved pursuant to paragraph (a) above to residents of the Development both on first Occupation and subsequently.
“Borough”	means the London Borough of Southwark;
“Bus Service Improvements Contribution”	means the sum of £58,857 (fifty eight thousand, eight hundred and fifty seven pounds) Index Linked to be paid by the Owner and/or Developer to the Council in accordance with paragraph 3 of Schedule 3 and to be given by the Council to Transport for London and used towards improving bus services within the vicinity of the Site;
“Bus Stop Contribution”	means the sum of £40,000 (forty thousand pounds) Index Linked to be paid by the Owner and/or Developer to the Council in accordance with paragraph 4 of Schedule 3 and to be given by the Council to Transport for London to contribute to providing a replacement bus shelter and countdown installation facilities at a bus stop on Grange Road near the junction with Alscot Road;

"Car Parking Management Plan"	means a scheme to be submitted by the Owner and/or Developer to the Council in accordance with paragraph 1 of Schedule 4 for its approval in writing setting out a strategy to show how the Parking Spaces will be managed and to ensure the wheelchair parking space is allocated on the basis of need and which reflects the fact that not every occupier of a wheelchair accessible unit may own a vehicle and not every disabled driver will require a wheelchair accessible unit;
"Completion"	means the issue of a certificate of practical completion of the Development by the Owner and/or Developer's architect or other project consultant designated by the Owner and/or Developer for that purpose and "Complete", "Completed" and "Completion Date" shall be construed accordingly;
"Component"	means a part of the Development including but not limited to: <ul style="list-style-type: none"> (a) Student Accommodation; (b) property; and (c) land
"Construction Workplace Co-ordinator"	means a named individual who is either an employee provided by the Developer or a contractor appointed by the Developer and who shall be based with the team contracted to construct the Development during the construction phase and whose role shall be to provide such training and support as is necessary to enable unemployed Borough residents to access employment;
"Core Strategy"	means the Core Strategy 2011 or any replacement thereof;
"Cycle Hire Docking Station"	means a Transport for London cycle hire docking station to be provided within the vicinity of the Site;
"Cycle Hire Docking Station Contribution"	means the sum of £43,598 (forty three thousand, five hundred and ninety eight pounds) Index Linked to be paid by the Owner and/or Developer to the Council in accordance with paragraph 5 of Schedule 3 and to be given by the Council to Transport for London to enable Transport for London to provide, extend and/or maintain the Cycle Hire Docking Station;

“Delivery and Service Baseline Figure”	means not more than 19 Delivery and Service Motorised Vehicles per day;
“Delivery and Service Cash Deposit”	means the sum of £7,150 (seven thousand one hundred and fifty pounds) Index Linked to be paid by the Owner and/or Developer to the Council to secure compliance with the Delivery and Service Plan and if retained by the Council pursuant to paragraph 1.5 of Schedule 7 to be applied by the Council towards public realm improvements, highway infrastructure and/or measures to reduce air pollution within the ward of the Development;
“Delivery and Service Monitoring Fee”	means the sum of £1,600 (one thousand six hundred pounds) Index Linked to be paid in accordance with paragraph 1.4 of Schedule 7 and to be applied by the Council towards monitoring the terms of the Delivery and Service Plan and administering the Delivery and Service Cash Deposit;
“Delivery and Service Monitoring Period”	means a period of 2 years commencing from Occupation of the Development during which the Owner and/or Developer shall implement the Delivery and Servicing Monitoring Plan;
“Delivery and Service Monitoring Plan”	<p>means the section of the Delivery and Service Plan that sets out the method for the monitoring and recording of the number of Delivery and Service Motorised Vehicles visiting the Development to be submitted by the Owner and/or Developer to the Council for its approval in writing and which includes (but shall not be limited to):-</p> <ul style="list-style-type: none"> (a) the name, address, email address and telephone number of the person the Owner and/or Developer has appointed to monitor the number of Delivery and Service Motorised Vehicles visiting the Development; (b) the format and layout of the log book to be used to record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis; and (c) the methodology to be used to track, monitor and record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis.
“Delivery and Service Motorised Vehicles”	means a motorised vehicle making a delivery to or servicing the Development or any part of the Development from either within the Development boundary or otherwise including private deliveries to individual parts of the Development;

“Delivery and Service Plan”	means the delivery and service plan prepared by Royal Haskoning DHV (reference T&P PB7259 R001 F0.3) submitted as part of the Application;
“Development”	means the redevelopment of the Site to provide student housing in a building ranging from 3- to 7-storeys (plus basement) and ancillary bin store, cycle store, laundry and office/reception, car parking, substation, associated landscaping, and alterations to the vehicle access. Removal of a street tree on Alscot Road and works to the highway;
“Development Plan”	means the Southwark Plan, the Core Strategy, AAPs and the London Plan;
“Development Viability Information”	means the information required by Formula 1b and/or Formula 3 (as appropriate) and including in each case supporting evidence (including: (a) receipted invoices; certified costs; certified copies of rental contracts; best estimates of costs yet to be incurred and value of any unrented space and any other evidence reasonably required by the Council to show any revenue and/or cost incurred in relation to the Development; (b) a solicitor’s certification confirming that a lease, assigning, sub-letting, grant of a licence, given control to any person of or otherwise demised of the floor space forming part of the Development were arm’s length third party bona fide transactions and not: (i) designed to reduce the revenue received from sales or rental of the floor space forming part of the Development; (ii) confined to transactions between the Owner and/or Developer and subsidiary companies of the Owner and/or Developer; (iii) transactions between the Owner and/or Developer and its employees or (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner and/or Developer) (accompanied by a fully testable and editable electronic software model which explicitly shows the calculations and assumptions used in the planning application) to the Council’s reasonable satisfaction;
“Director of Planning”	means the Council’s Director of Planning or any other officer or person properly exercising the authority of the Director of Planning for the time being;

"Dispose"	<p>means the occurrence of any of the following: -</p> <ul style="list-style-type: none"> (i) the grant of any legal, equitable or incorporeal interests in respect of the Site or any part of the Site; (ii) the grant of any tenancy in respect of any Student Accommodation; (iii) the completion of a contract or option for the tenancy of any Student Accommodation; and (iv) the completion of an assignment of a tenancy in respect of any Student Accommodation, <p>and "Disposal" and "Disposed" shall be construed accordingly and the date upon which any of the above events occur in respect of the Site or any part of the Site or any of the Student Accommodation or any part of the Student Accommodation shall be deemed the Disposal Date</p>
"External Consultant"	means the external consultant appointed by the Council to assess the Development Viability Information;
"Formula 1b"	means the formula identified as "Formula 1b" in Schedule 2;
"Formula 3"	means the formula identified as "Formula 3" in Schedule 2;
"Highway Authority"	means the Council in respect of the local road network (and any statutory successors from time to time in existence);
"Highway Development Manager"	means the Council's Highway Development Manager or any other officer or person properly exercising the authority of the Highway Development Manager for the time being;
"Holiday Period"	means a continuous period of no more than 9 weeks outside of the Academic Year;
"Implementation Date"	<p>means 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 other than (for the purposes of this Deed and for no other purpose) material operations consisting of:</p> <ul style="list-style-type: none"> (i) clearance or demolition works at the Site; (ii) archaeological investigations; (iii) investigations for the purpose of assessing ground conditions; (iv) remedial works in respect of any contamination or other

adverse ground conditions;

(v) erection of any temporary means of enclosure; and

(vi) the display of site notices or advertisements

and references to "Implementation" and "Implement" shall be construed accordingly;

"Index" means the RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics or the BCIS General Building Cost index published by the Royal Institution of Chartered Surveyors (RICS) to be applied in accordance with clause 13;

"Index Linked" means increased (if applicable) in accordance with clause 13;

"London Plan" the London Plan July 2011 consolidated with revised early minor alterations October 2013 (March 2016) or any replacement thereof;

"Market Value" means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion;

"Mortgagee" means a lender mortgagee or chargee or any receiver (including an administrative receiver) and successors in title to any of them who are established corporate bodies within the finance industry regulated by the the Prudential Regulation Authority the Financial Conduct Authority or similiar and acting as a bona fide lender;

"New Homes Building Programme" means a programme implemented by the Council for the delivery of new Affordable Housing in the Borough financed by the Council's affordable housing fund;

"Occupation" means the first date upon which the Student Accommodation is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases "Occupy", "Occupier" and "Occupied" shall be construed accordingly;

"Parking Bay" means a parking place designated by the Council 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 Permit"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay;
"Parking Spaces"	means the 1 (one) wheelchair parking space, 1 (one) servicing space and 2 (two) parking spaces for numbers 91 – 97 Alscot Road shown on the layout drawing annexed hereto at Annex 2 and titled 'Ground Floor Proposed' drawing number 100;
"Parties"	means the Council, the Developer and the Owner;
"Plan"	means the plan titled 'Site Location Plan' annexed hereto at Annex 1;
"Planning Permission"	means the planning permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;
"Review 1 Date"	means the date 24 months from but excluding the date of grant of the Planning Permission;
"Review 2 Date"	means the date of the first anniversary of first Occupation of the Student Accommodation;
"Review 1 Stage Build Costs" ("C" in Formula 1b)	<p>means the estimated build costs of the Development updated from the Application Build Costs comprising of the costs of demolition, construction, utility and external works based on agreed building contracts or estimates provided by the Owner and/or Developer's quantity surveyor or costs consultant including construction and external works and which shall exclude inflation;</p> <p>and for the avoidance of doubt build costs excludes all internal costs of the Owner and/or Developer including but not limited to:</p> <ul style="list-style-type: none"> (a) project management costs; (b) overheads and administration expenses; (c) professional, finance, legal and marketing costs;
"Review 2 Stage Build Costs" ("D" in Formula 3)	means the actual build costs of the Development comprising the costs of demolition, construction, utility, and external works incurred at the Review 2 Date supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owner and/or Developer's quantity surveyor, costs consultant or agent and for the avoidance of doubt build costs excludes all internal costs of the Owner and/or Developer including but not limited to:
 - (i) project management costs;
 - (ii) overheads and administration expenses;
 - (iii) professional, finance, legal and marketing costs;

"Review 1 Stage Gross Development Value" ("A" in Formula 1b) means the estimated aggregate Market Value of all the Components of the Development at the Review 1 Date based on detailed comparable market evidence and Development related income from any other sources to be assessed by the Council;

"Review 2 Stage Gross Development Value" means the estimated aggregate Market Value of all the Development at the relevant Review Date based on the relevant information used to assess the Review 2 Stage Gross Development Value together with detailed comparable market evidence and Development related income from any other sources to be assessed by the Council;

"Section 38/278 Highways Agreement" means any agreement between the Owner and/or Developer and the Council pursuant to Section 38/278 of the Highways Act 1980 for securing and authorising the Owner and/or Developer to carry out the Section 38/278 Highway Works and (unless otherwise agreed between Owner and/or Developer and the Council) the Section 38/278 Highways Agreement(s) will include (without limitation) provisions for:

- (a) the Section 38/278 Highways Works to be secured to the sum of the Section 38/278 Highways Works Bond;
- (b) the security relating to the amount of the Section 38/278 Highway Works to be delivered prior to the commencement of the Section 38/278 Highway Works; and
- (c) the Owner and/or Developer to carry out the Section 38/278 Highways Works in accordance with the approved Section 38/278 Highways Works Specification at its own cost and at no cost to the Council.

"Section 38/278 Highway Works Bond" means the deposit, bond, guarantee, surety or similar security relating to the Section 38/278 Highway Works in a sum equivalent to the

estimated cost of the Section 38/278 Highway Works plus fifty percent;

“Section 38/278 Highway Works”

means:-

- (a) Repave the footway fronting the development including new kerbing on Alscot Road using materials in accordance with Southwark's Streetscape Design Manual (precast concrete slabs and granite kerbs);
- (b) Construct a build-out in front of the proposed entrance to reduce vehicle speeds and provide an extra footway area for pedestrians;
- (c) Construct a raised entry table on the junction of Alscot Road and its dead end arm to provide a level crossing for pedestrians and reduce speeds of vehicles approaching the junction;
- (d) Convert the two sinusoidal humps on Alscot Road on either side of the Development into raised tables to provide safer and extra crossing points for the expected increase in pedestrian footfall due to the Development;
- (e) Resurface the part of Alscot Road that immediately fronts the Site and between the raised tables;
- (f) Construct a vehicle crossover to the relevant SSDM standards (DS132);
- (g) Provide dropped kerb access for the refuse bin store;
- (h) Promote a Traffic Management Order to convert the single yellow lines fronting the vehicle access into the development to double yellow lines; and
- (i) Offer the strip of land between the highway boundary and proposed building line on Alscot Road for adoption by the Highway Authority.

in accordance with the Southwark Streetscape Design Manual and which are for indication purposes only shown on the drawing annexed hereto at Annex 3 and titled 'Alscot Road, Indicative Off-Site Works' (reference SK006 Rev C)

“Section 38/278 Highway Works Specification”

means a detailed design specification of the Section 38/278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Owner and/or Developer pursuant to paragraph 3 of Schedule 4 and approved by the Director of Planning and the Highway Development Manager and obtaining their approval to it in writing on or before the date the Owner and/or

Developer and the Council (as highway authority) enter into the Section 38/278 Highway Works Agreement;

"Site"	means the land known as 77-89 Alscot Road, London, SE1 3AW and for the purpose of identification only shown edged red on Plan attached hereto;
"Site and Development Contributions"	means the Affordable Housing Payment in Lieu, Bermondsey Spa Gardens Improvements Contribution, Bus Service Improvements Contribution, Bus Stop Contribution, Cycle Hire Docking Station Contribution, Delivery and Service Cash Deposit, Delivery and Service Monitoring Fee, Tree Maintenance Contribution, Tree Replacement Contribution, and any Additional Affordable Housing Payment in Lieu;
"SME"	means a small to medium enterprise;
"Southwark Plan"	means the Southwark Plan 2007 (saved policies 2010) or any replacement thereof;
"Student"	means any student who is enrolled on a full-time higher education course;
"Student Accommodation"	means the 143 units of accommodation within the Site (or other such number as agreed by the Council) to be provided as part of the Development and which shall be available to be let to Students;
"Student Accommodation Management Strategy"	means the management strategy to be submitted by the Owner and/or Developer to the Council for approval pursuant to Schedule 5 and which must include the details for the logistics and coordination of students moving in and out of the Student Accommodation and the management of noise and disturbance;
"Substantial Implementation"	<p>means the Development has been Implemented and the following has occurred:</p> <ul style="list-style-type: none">(a) the letting of a building contract or contracts for the Development; and(b) the Development has been constructed to at least first floor level.
"Tenant"	means any person with a registrable interest in the Site at the date of

this Agreement other than the Owner and/or Developer;

"Transport for London"	means Transport for London or their successor in statutory function;
"Travel Plan"	means a full travel plan prepared in accordance with Transport for London's "Travel planning for new development in London" guidance or any replacement thereof in respect of the Development to be submitted by the Developer to the Council for its approval in writing and which may incorporate the Bicycle Strategy;
"Tree Maintenance Contribution"	means the sum of £6,400 (six thousand four hundred pounds) Index Linked to be used by the Council towards the maintenance of the street trees identified as tree 'T1' and 'T3' on the drawing annexed hereto at Annex 4 and titled 'Tree Protection Plan' reference CCL09845;
"Tree Replacement Contribution"	means the sum of £26,100 (twenty six thousand and one hundred pounds) Index Linked in respect of the replacement tree required pursuant to the conditions attached to the Planning Permission;
"Viability Review"	means Viability Review 1 and Viability Review 2 as the context permits;
"Viability Review 1"	means the upwards only review of the financial viability of the Development at Review 1 Date using Formula 1b to determine whether an Additional Affordable Housing Payment in Lieu is payable;
"Viability Review 2"	means the upwards only review of the financial viability of the Development at Review 2 Date using Formula 3 to determine whether an Additional Affordable Housing Payment in Lieu is payable;
"Working Days"	means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays.

In this Agreement (except where the context otherwise requires):

- 1.2 Reference to the masculine feminine and neuter genders shall include other genders.
- 1.3 Reference to the singular include the plural and vice versa unless the contrary intention is expressed.
- 1.4 Reference to natural persons are to include corporations and vice versa.

- 1.5 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Agreement.
- 1.7 Any reference in this Agreement to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.
- 1.8 The expressions "the Developer" and "the Owner" shall include their respective successors in title and assigns and the expression "the Council" shall include their successors in statutory function.
- 1.9 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions.
- 1.10 Where in this Agreement a party includes more than one person any obligation of that party shall be joint and several.

2. Statutory Provisions

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Owner and/or Developer are entered into with the intent that subject to Clause 7 the same shall be enforceable without limit of time not only against the Owner and/or Developer but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner and/or Developer 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 Agreement 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

- 3.1 The Agreement shall come into effect on the date of this Agreement.

3.2 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the parties:-

3.2.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and

3.2.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and

3.2.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:-

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 of the 1990 Act.

3.3 The Owner and/or Developer shall meet the Council's legal fees in respect of any such endorsement.

4. Obligations of the Developer and/or Owner

4.1 The Owner and/or Developer covenants to observe and perform or cause to be observed and performed the obligations contained in the Schedules to this Agreement at the times and in the manner provided therein.

4.2 Without prejudice to any other remedy available to the Council, the Owner and/or Developer covenants that no part of the Development shall be Implemented or, Completed, or Occupied (as appropriate) unless and until the obligations contained within the Schedules to this Agreement that are required to be fulfilled before Implementation, Completion or Occupation have been complied with.

4.3 The Owner and/or Developer shall pay the Site and Development Contributions by way of CHAPS or BACS transfer into such account as the Council shall nominate or as otherwise specified by the Council.

4.4 The Owner and/or Developer covenants:-

4.4.1 not to permit the Implementation of the Development by any Tenant or any other third party and not to vary any existing demise, legal or equitable interests of any Tenant such as to incorporate the whole or part of the Development to be constructed on Site pursuant to the Planning Permission, save that the Tenant(s) shall not be prevented from obtaining a new freehold or leasehold interest in the Development or any part of it to be constructed;

4.4.2 unless otherwise agreed with the Council not to Implement or permit Implementation of any part of the Development without first having procured the surrender of or served any necessary notices to terminate any extant legal or equitable interests of any Tenant with an interest in the Site;

4.4.3 not to revoke or withdraw any notices served upon any Tenant pursuant to clause 4.4.2 unless otherwise agreed by the Council in writing having regard to the enforceability of the obligations in this Agreement;

4.4.4 in the event that having used reasonable endeavours the Owner and/or Developer cannot comply with clause 4.4.2 above, unless otherwise agreed with the Council in writing, the Owner and/or Developer shall not Implement or permit Implementation of the Development thereof unless it has procured that each and every Tenant with an extant demise, legal or equitable interest in land within the Site enters into an agreement (mutatis mutandis) as this Agreement for the purpose of further securing that the obligations in this Agreement are binding and enforceable against each and every Tenant with an extant demise, legal or equitable interest in the Site or any part thereof.

5. Owner and/or Developer to Notify Council

5.1 The Owner and/or Developer covenants with the Council to notify the Council:

5.1.1 of its application to the Land Registry under clause 8 within 14 days of this Agreement;

5.1.2 immediately of the occurrence of the Implementation Date by written notice;

5.1.3 of its intention to pay the administration fees and contributions referred to within this Agreement by written notice specifying the intended date of payment, the

amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 Working Days immediately preceding the making of such payment;

5.1.4 immediately of the occurrence of Completion by written notice;

5.1.5 immediately of the occurrence of Occupation by written notice;

5.1.6 immediately of the occurrence of Occupation of 75 per cent of the Student Accommodation in the third Academic Year;

6. Council's Covenants

The Council covenants with the Owner and/or Developer to observe and perform or cause to be observed and performed the obligations in Schedule 8 of this Agreement.

7. Enforceability of Obligations

7.1 The obligations contained in this Agreement shall not be binding upon nor enforceable against 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.

7.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with the whole of its interest in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

7.3 Any positive planning obligation to pay money or carry out any operations expressed in this Agreement shall not be enforceable against any individual Occupier or tenant of the Student Accommodation but any restrictions on Occupation expressed in negative form shall be binding against all individual Occupiers or tenants but only in relation to those parts of the Site in which they have a legal interest.

7.4 The obligations contained in this Agreement shall not be binding upon nor enforceable against any Mortgagee unless committed at a time when the Mortgagee is in possession of the part of the Site to which the legal mortgage or charge and the breach relates.

8. Registration

8.1 Immediately after the execution of this Agreement, the Owner and/or Developer shall make an application to the Land Registry for entries relating to this Agreement to be made in the charges registers of the Title Numbers referred to in recitals B and C above so as to bind the Site as provided for in the before-mentioned statutory provisions.

- 8.2 If the Owner and/or Developer fails to make application as referred to in clause 8.1 above the Council shall (without prejudice to any other right) be entitled to register the Agreement and recover the expenses incurred in doing so from the Owner and/or Developer and the Owner and/or Developer covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 8.3 The covenants on behalf of the Parties hereto to be observed and performed under this Agreement 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.

9. Site Not To Be Encumbered

The Owner and/or Developer covenants with the Council 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 their covenants and obligations contained herein.

10. Right of Access

Without prejudice to the Council's statutory rights of entry the Owner and/or Developer shall permit the Council 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.

11. Waiver

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

12. Interest on Late Payment

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Owner and/or Developer shall pay on demand to the Council interest thereon at the interest rate of four 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.

13. Indexation

Any sum referred to in this Agreement and required to be paid to the Council shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

14. Enforcement Costs

Without prejudice to the terms of any other provision herein the Owner and/or Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner and/or Developer arising hereunder PROVIDED THAT such enforcement investigations or proceedings are not successfully disputed by the Owner and/or Developer.

15. Administration Cost

The Owner and/or Developer covenants to pay the Administration Cost to the Council within 28 days of receiving written request and separately not to Implement the Development until the Administration Cost has been paid to the Council.

16. Council's Legal Fees

The Owner and/or Developer shall pay on or before the date of this Agreement to the Council by way of BACS or CHAPS transfer the Council's reasonable costs in the preparation and negotiation of this Agreement.

17. VAT

17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

17.2 The Owner and/or Developer 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 Council shall have the right to issue a VAT invoice to the Owner and/or Developer and the VAT shall be paid accordingly.

18. Notices

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

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

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

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

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.

18.3 Subject to clause 18.4, the address, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning Division,
Place and Wellbeing Department, PO Box 64529 London, SE1P 5LX;
Relevant addressee: The Director of Planning (for general enquiries);
S.106/CIL Monitoring Officer (for planning obligation
enquiries)
Reference: S106/RR020/143249 and 18/AP/2295

For the Developer:

Address: Alumno Student Developments Limited, 10 Frith Street, London, W1D
3JF
Relevant addressee: Ron Plunz
Reference: Alscot Road, Bermondsey
Telephone: 0207434284

For the First Owner:

Address: Imediaprint (Midlands) Limited of Boundary House, Penn Road,
Beaconsfield, Buckinghamshire, HP9 2LW (with copy to Goodman
Derrick LLP, 10 Saint Bride Street, London, EC4A 4AD, FAO Chris
Langan)
Relevant addressee: Richard Trott
Reference: CL/35619.4

For the Second Owner:

Address: Treetops Property Limited of 1 Vicarage Lane, London, E15 4HF
(with copy to Bowlings LLP of 62 Broadway, London, E15 1NG, FAO
Mabel Chiu)

18.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

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

18.4.2 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.

19. Determination of Disputes

19.1 Subject to clause 19.7, if any dispute arises relating to or arising out of the terms of this Agreement or as to the requirement to pay any Additional Affordable Housing Payment in Lieu, either party may give to the other written notice requiring the dispute to be determined under this clause 19. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

19.2 For the purposes of this clause 19 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

19.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 19.4.

19.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

19.5 The Specialist is to act as an independent expert and:

19.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

19.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

- 19.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 19.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 19.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 19.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty Working Days of his appointment.
- 19.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 19, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 19.7 This clause 19 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

20. Contracts (Rights of Third Parties) Act 1999

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act 1999.

21. Miscellaneous

- 21.1 The construction validity and performance of this Agreement shall be governed by English law.
- 21.2 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.

- 21.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 21.4 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council 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 Agreement.
- 21.5 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 Owner and/or Developer or its successors in title but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Agreement shall have no further effect thereupon.
- 21.6 Nothing in this Agreement 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 Council or by the relevant Secretary of State on appeal or by reference to him after this date.

22. Community Infrastructure Levy

The Parties are satisfied that the planning obligations given by the Owner and/or Developer set out in this Agreement accord with the three statutory tests set out in Regulation 122 (2)(a)-(c) of the Community Infrastructure Regulations 2010 (as amended).

SCHEDULE 1
Draft Planning Permission

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DECISION NOTICE

Town and Country Planning Act 1990 (as amended)

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



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LBS Reg. No.: 18/AP/2295

Date of Issue of Decision:

Applicant Mr Ron Plunz
Alumno Student (Alscot) Limited

Pending legal agreement for the following development:

Redevelopment of site to provide student housing in a building ranging from 3- to 7-storeys (plus basement) and ancillary bin store, cycle store, laundry and office/reception, car parking, substation, associated landscaping, and alterations to the vehicle access. Removal of a street tree on Alscot Road and works to the highway.

At 77-89 Alscot Road London SE1 3AW

In accordance with the valid application received on 30 July 2018 and supporting documents submitted which can be viewed on our Planning Register.

For the reasons outlined in the case officer's report, which is also available on the Planning Register.

The Planning Register can be viewed at: <https://planning.southwark.gov.uk/online-applications/>

CONDITIONS

Permission is subject to the following Approved Plans Condition:

1. The development shall be carried out in accordance with the following approved plans:

Reference no./Plan or document name/Rev.	Received on:
Site location plan	12.07.2018
300 S28 Context elevation from park PROPOSED	10.12.2019
310 S25 Elevation Front/North-West PROPOSED	10.12.2019
320 S26 Elevation Rear/South East PROPOSED	10.12.2019
321 S4 Elevation Rear/South East PROPOSED (Without Trees)	10.12.2019
330 S23 Elevation Side/North-East PROPOSED	10.12.2019
340 S24 Elevation Side/South-West PROPOSED	10.12.2019
350 S25 Front Facade Detail Typical PROPOSED	10.12.2019
090 S27 Basement PROPOSED	24.10.2018
100 S36.3 Ground Floor PROPOSED	08.03.2019

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110 S28 First Floor PROPOSED	09.11.2018
120 S28 Second floor PROPOSED	24.10.2018
130 S28 Third Floor PROPOSED	14.02.2020
140 S28 Fourth Floor PROPOSED	24.10.2018
150B S31 Fifth Floor PROPOSED STUDIOS	22.01.2019
160B S28 Sixth Floor PROPOSED	22.01.2019
180 S18 Typical Room Types PROPOSED	22.01.2019
190 S28 Landscape PROPOSED	14.02.2020
200 S25 Cross Section PROPOSED	22.01.2019
360 S1 Substation Elevations PROPOSED	06.11.2018
Student Housing - Full Accommodation Schedule 10th December 2018	08.03.2019
170 S28 Plans - Proposed	24.10.2018

Reason:

For the avoidance of doubt and in the interests of proper planning.

Permission is subject to the following Time Limit:

2. 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.

Permission is subject to the following Pre-Commencements Condition(s)

3. ARBORICULTURAL METHOD STATEMENT

Prior to works commencing, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

a) A pre-commencement meeting shall be arranged, the details of which shall be notified to the Local Planning Authority for agreement in writing prior to the meeting and prior to works commencing on site, including any demolition, changes to ground levels, pruning or tree removal.

b) A detailed Arboricultural Method Statement showing the means by which any retained trees on or directly adjacent to the site are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment, shall then be submitted to and approved in writing by the Local Planning Authority. The

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method statements shall include details of facilitative pruning specifications and a supervision schedule overseen by an accredited arboricultural consultant.

c) Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation.

The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the method statement. Following the pre-commencement meeting all tree protection measures shall be installed, carried out and retained throughout the period of the works, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.

Reason:

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with the National Planning Policy Framework (2019) and policies of the Core Strategy (2011) SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of the Southwark Plan (2007) 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

4. CONSTRUCTION MANAGEMENT PLAN

No works shall take place until a construction environmental management plan (CEMP) for the site has been devised and submitted for the approval of the Local Planning Authority. The CEMP shall oblige the applicant, developer and contractors to commit to current best practice with regard to site management and to use all best endeavours to minimise off site impacts. A copy of the CEMP shall be available on site at all times and shall include the following information:

- o A detailed specification of construction works including consideration of all environmental impacts and the identified remedial measures, including comprehensive noise/dust suppression measures and continuous monitoring of noise and airborne particulates in locations to be agreed with the Council's Environmental Protection Team;
- o Engineering measures to eliminate or mitigate identified environmental impacts e.g. acoustic screening, sound insulation, dust control, emission reduction, location of specific activities on site, etc.;
- o Arrangements for direct responsive contact for nearby occupiers with the site management during construction (signage on hoardings, newsletters, resident's liaison meetings);
- o A commitment to adopt and implement of the ICE Demolition Protocol and Considerate Contractor Scheme;
- o Site traffic controls - Routing of in-bound and outbound site traffic, one way

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site traffic, lay off areas, etc.;

- o Waste Management - Accurate waste identification, separation, storage, registered waste carriers for transportation and disposal to appropriate destinations;
- o Working hours - including limiting Saturday operation hours and no work on Sundays;
- o Transport and highways impacts - Using transport operators with a minimum of 'Silver' membership of FORS; restricting deliveries during the school arrival/departure times (0800hrs-0900hrs and 1500hrs-1600hrs); construction vehicle routing; penalties relating to turning away delivery vehicles (not complying with scheduled delivery times and banning construction vehicles not adhering to the agreed routing of vehicles, consolidation of deliveries); site layout plans for each phase of the development (showing loading areas, operators' parking spaces, location of wheel washing facilities, vehicle entrance arrangement, and on-site routing of traffic); wheel washing facilities; and an undertaking to sweep the adjoining highway daily.

All construction work shall then be undertaken in strict accordance with the plan and relevant codes of practice, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To ensure that occupiers of neighbouring premises and the wider environment do not suffer a loss of amenity by reason of unnecessary pollution or nuisance, in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007) and the National Planning Policy Framework (2019).

5. EXCAVATION PROTECTION

No development shall take place (excluding demolition) until a design and method statement detailing how the Alscot Road public highway adjoining the site is to be protected during the excavation and construction of the basement of the development has been submitted to and approved by the Local Planning Authority. The excavation and construction works shall be undertaken in accordance with the approved statement.

Reason:

To protect the structural integrity of the pavement and roadway during the excavation and construction of the basement level.

6. WHEELCHAIR ACCESS DETAILS

No development shall take place (excluding demolition) until details (including floorplans and sections as necessary) of the ground floor entrance to provide wheelchair users a step-free entrance from the outside of the front facade to the lift

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core have been submitted to and approved by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.

Reason:

To ensure the development is accessible for wheelchair users, in accordance with policy 7.2 of the London Plan (2016).

7. PILING METHOD STATEMENT

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason:

The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure.

Permission is subject to the following Grade Condition(s)

8. BIRD AND BAT BOXES

Prior to the commencement of above grade works details of the bat boxes, and bird boxes/bricks to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the exact location, specification and design of the habitats. The boxes / bricks shall be installed with the development in accordance with the approved details and prior to the first occupation of the building.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 5.10 and 7.19 of the London Plan (2016), Saved Policy 3.28 of the Southwark Plan (2007) and Strategic Policy 11 of the Core Strategy (2011).

9. HARD AND SOFT LANDSCAPING

Before any above grade work hereby authorised begins, detailed drawings of a hard and soft landscaping scheme showing the treatment of all parts of the site not

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covered by buildings (including cross sections, surfacing materials of any parking, access, or pathways layouts, materials and edge details), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason:

So that the Council may be satisfied with the details of the landscaping scheme, in accordance with: Chapters 8, 12, 15 and 16 of the National Planning Policy Framework 2019; Strategic Policies 11 (Open Spaces and Wildlife), 12 (Design and conservation) and 13 (High Environmental Standards) of The Core Strategy 2011, and; Saved Policies 3.2 (Protection of Amenity), 3.12 (Quality in Design) 3.13 (Urban Design) and 3.28 (Biodiversity) of the Southwark Plan 2007.

10. VENTILATION AND AIR QUALITY

a) Prior to the commencement of above grade works, the scheme of mechanical ventilation for the development, including an appropriate inlet, appropriate outlet, filtration mechanism, details of sound attenuation for any necessary plant and any management, has been submitted to and approved by the Local Planning Authority. The accommodation shall be fitted with a silent running extract ventilation system that will achieve compliance with Building Regulations Approved Document F and L. The development shall not be carried out otherwise than in accordance with any approval given and shall be carried out before the first occupation of the development.

b) Prior to first occupation of the development, a validation report shall be submitted to the Local Planning Authority for approval in writing.

Reason:

In order to ensure that the ventilation of the residential elements is adequate and is protected from environmental noise and pollution and will not detract from the appearance of the building in the interests of amenity in accordance with the National Planning Policy Framework (2019), Strategic Policy 13 High Environmental Standards of the Core Strategy (2011) and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

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11. SAMPLE MATERIALS/PANELS/BOARDS

Prior to above grade works commencing, material samples and a 1m x 1m sample-panel(s) of all external facing materials and brickwork (showing bond and mortar mix) to be used in the carrying out of this permission shall be presented on site/submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance with the National Planning Policy Framework (2019), Strategic Policy 12 - Design and Conservation of the Core Strategy (2011) and Saved Policies 3.12 Quality in Design and 3.13 Urban Design of the Southwark Plan (2007).

12. DETAILED DRAWINGS

Prior to the commencement of above grade works, section detail-drawings at a scale of at least 1:10 through:

- the facades;
- the balconies;
- parapets; and
- heads, cills and jambs of all openings

to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the quality of the design and details in accordance with saved policies 3.12 Quality in Design and 3.13 Urban Design of the Southwark Plan (2007).

13. ELECTRIC VEHICLE CHARGING POINTS

Prior to the commencement of above grade works, details of the number, appearance and positioning of the electric vehicle charging facilities to be provided in the car parking area shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given. The electric vehicles charging points shall be installed prior to first occupation of the development, and remain for as long as the development is occupied.

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Reason:

To ensure the safety of motorists, cyclists and pedestrians in accordance with the National Planning Policy Framework 2019; Strategic Policy 2 (Sustainable Transport) of The Core Strategy 2011, and; Saved Policy 5.2 (Transport Impacts) of the Southwark Plan 2007.

14. CYCLE STORAGE DETAILS

Prior to the commencement of above grade works, details (1:50 scale drawings) of the facilities to be provided for the secure and covered storage of cycles for residents and staff, and including the Brompton bike store, and the facilities for the storage of visitor cycles shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose, and the development shall not be carried out otherwise in accordance with any such approval given.

Reason:

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: the National Planning Policy Framework 2019; Strategic Policy 2 (Sustainable Transport) of the Core Strategy 2011, and; Saved Policy 5.3 (Walking and Cycling) of the Southwark Plan 2007.

Permission is subject to the following Pre-Occupation Condition(s)

15. BREEAM REPORT AND POST CONSTRUCTION REVIEW

(a) Prior to first occupation of the development hereby permitted, the Local Planning Authority shall receive from the applicant and give written approval of an interim report/letter (together with any supporting evidence) from the licensed BREEAM assessor. The report/letter shall confirm that sufficient progress has been made in terms of detailed design, procurement and construction to be reasonably well assured that the development hereby approved will, once completed, achieve the agreed BREEAM Standards.

(b) Within six months of first occupation of the development hereby permitted, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed BREEAM standards have been met.

Reason:

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To ensure the proposal complies with the National Planning Policy Framework (2019), Strategic Policy 13 - High Environmental Standards of The Core Strategy (2011) and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan (2007).

16. PLANT NOISE

Prior to first occupation of the development, details of the validation test, associated noise levels and any necessary mitigation for any plant shall be submitted to and approved by the Local Planning Authority. The Rated sound level from any plant, together with any associated ducting shall not exceed the Background sound level (LA90 15min) at the nearest noise sensitive premises. The Specific plant sound level shall be 10dB(A) or more below the background sound level in this location. For the purposes of this condition the Background, Rating and Specific Sound levels shall be calculated fully in accordance with the methodology of BS4142:2014. The plant and equipment shall be installed and constructed in accordance with the approval given and shall be permanently maintained thereafter.

Reason:

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with the National Planning Policy Framework (2019), Strategic Policy 13 High Environmental Standards of the Core Strategy (2011) and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

17. CONTAMINATION REMEDIATION

a) The excavation and construction works shall be undertaken in accordance with the Soil Consultants report ref 10165/OT/Rev0 and dated 11 May 2018 and Symbiotic remediation Strategy 911 R01 ref dated August 2018, unless an alternative remediation strategy is submitted to and approved by the Local Planning Authority.

b) Following the completion of the measures identified in the approved remediation strategy, and prior to occupation of the development a verification report providing evidence that all work required by the remediation strategy has been completed shall be submitted to and approved by the Local Planning Authority.

c) In the event that contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing, in accordance with a-b above.

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Reason:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).

18. REFUSE STORAGE AND COLLECTION

Before the first occupation of the development, details of the refuse collection arrangements shall be submitted to and approved by the Local Planning Authority. The development shall be operated in accordance with the approved collection arrangements for the duration of the development.

The refuse storage shall be provided as detailed on the drawings hereby approved and shall be made available for use by the occupiers of the premises prior to the first occupation of the building. The facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose.

Reason:

To ensure that the refuse will be appropriately stored within the site and collected regularly thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with: the National Planning Policy Framework (2019), Strategic Policy 13 (High Environmental Standards) of the Core Strategy (2011), and Saved Policies 3.2 (Protection of Amenity) and 3.7 (Waste Reduction) of the Southwark Plan (2007).

Permission is subject to the following Compliance Condition(s)

19. RESTRICTION ON THE INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT

Notwithstanding the provisions of Part 16 The Town & Country Planning (General Permitted Development) Order 2015 (as amended or re-enacted) no external telecommunications equipment or structures shall be placed on the roof or any other part of a building hereby permitted.

Reason:

In order to ensure that no telecommunications plant or equipment which might be detrimental to the design and appearance of the building and visual amenity of the area is installed on the roof of the building in accordance with: the National

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Planning Policy Framework (2019), Strategic Policy 12 (Design and Conservation) of the Core Strategy (2011), and; Saved Policies 3.2 (Protection of Amenity) and 3.13 (Urban Design) of the Southwark Plan (2007).

20. WRITTEN SCHEME OF INVESTIGATION

The construction of the development shall be undertaken in accordance with the Written Scheme of Investigation for an Archaeological Watching Brief by Lanpro Services (dated September 2018), unless an alternative Written Scheme of Investigation is submitted to and approved by the Local Planning Authority.

Reason:

In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied, in accordance with: the National Planning Policy Framework (2019), Strategic Policy 12 (Design and Conservation) of the Core Strategy (2011), and Saved Policy 3.19 (Archaeology) of the Southwark Plan (2007).

21. JAPANESE KNOTWEED

The construction and operation of the development shall be carried out in full accordance with the Japanese Knotweed Survey and Method Statement by Middlemarch Environmental (dated June 2018), unless an alternative Statement is submitted to and approved by the Local Planning Authority.

Reason:

Japanese Knotweed is an invasive plant, the spread of which is prohibited under the Wildlife and Countryside Act. Without measures to prevent its spread as a result of the development there would be the risk of an offence being committed and avoidable harm to the environment occurring.

22. DRAINAGE STRATEGY

The development shall be constructed in accordance with the Drainage Statement by Fluid Structures dated 10/07/2018 and Indicative Drainage Layout drawing dated May 2018 (received 14 September 2018), unless an alternative drainage strategy is submitted to and approved by the Local Planning Authority.

Reason:

To ensure the development includes sufficient sustainable urban drainage measures in accordance with the National Planning Policy Framework (2019), Strategic Policy 13 High Environmental Standards of the Core Strategy (2011) and Saved Policy 3.9 Water of the Southwark Plan (2007).

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23. ENERGY STATEMENT

The development shall be constructed in accordance with the energy efficiency measures, CHP and provision of photovoltaic panels to achieve a minimum 40% reduction in carbon dioxide emissions as detailed in the Energy Assessment version 2.0 by Silcock Dawson and Partners (dated June 2018), unless an alternative energy assessment is submitted to and approved by the Local Planning Authority.

Reason:

To ensure the proposal complies with the National Planning Policy Framework (2019), Policy 5.2 of the London Plan (2016), Strategic Policy 13 - High Environmental Standards of the Core Strategy (2011) and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan (2007).

24. FLOOD RISK ASSESSMENT

The development shall be constructed in accordance with the finished floor levels and mitigation measures as detailed in the Flood Risk Assessment (Rev C) by Fluid Structures (dated 19/10/2018), unless an alternative flood risk assessment is submitted to and approved by the Local Planning Authority.

Reason:

To ensure: the development is designed safely in reference to flood risk in accordance with The National Planning Policy Framework (2019), Strategic Policy 13 High Environmental Standards of the Core Strategy (2011) and Saved Policy 3.9 Water of the Southwark Plan (2007).

25. ROOFS TO BE USED ONLY IN EMERGENCY

The roofs of the building hereby permitted shall not be used outside the terrace areas annotated on the approved drawings, and the roof of the substation shall not be used other than as a means of escape and shall not be used for any other purpose including use as a roof terrace or balcony or for the purpose of sitting out.

Reason:

In order that the privacy of neighbouring properties may be protected from overlooking from use of the roof area in accordance with the National Planning Policy Framework (2019), Strategic Policy 13 High environmental standards of the Core Strategy (2011) and Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan (2007).

26. HOURS OF USE OF OUTDOOR AMENITY AREAS

Other than for maintenance purposes, repair purposes or means of escape, the

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outdoor amenity areas (rear gardens and roof terraces) shall not be used outside of the following hours: 7am to 9pm on Mondays to Sundays (including Bank Holidays)

Reason:

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with: the National Planning Policy Framework (2019), Strategic Policy 13 (High Environmental Standards) of the Core Strategy (2011), and Saved Policy 3.2 (Protection of Amenity) of the Southwark Plan (2007).

27. INTERNAL NOISE LEVELS

The development shall be designed to ensure that the following internal noise levels are not exceeded due to environmental noise:

Bedrooms - 35dB LAeq T+, 30 dB LAeq T*, 45dB LAFmax T *
Living rooms- 35dB LAeq T +
Dining room - 40 dB LAeq T +

* - Night-time 8 hours between 23:00-07:00
+ - Daytime 16 hours between 07:00-23:00.

Reason:

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy (2011), Saved Policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), and the National Planning Policy Framework 2019.

28. REPLACEMENT TREE PLANTING

If within the expiration of 5 years from the date of the occupation of the building for its permitted use any retained tree is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

Reason:

To replace any retained or new trees that die in order to retain tree coverage and an important visual amenity in the area, in accordance with the National Planning Policy Framework (2019) and policies of the Core Strategy (2011) SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of the Southwark Plan (2007) 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28

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Biodiversity.

29. NUMBER OF STUDENT BEDROOMS

The building hereby approved shall comprise the following number of student bedrooms: 143.

Reason:

To ensure that the development is carried out in accordance with the approved plans and documents and otherwise conforms to the principles of sustainable development as described in the National Planning Policy Framework 2019.

Signed:

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INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT

1. With regard to surface water drainage, Thames Water would advise that if the developer follows the sequential approach to the disposal of surface water we would have no objection. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to the Thames Water website urldefense.proofpoint.com

The development is within 15m of a strategic sewer as such the development could cause the assets to fail if appropriate measures are not taken. Please read the Thames Water guide Working Near Our Assets to ensure the workings will be in line with the necessary processes you need to follow if you are considering working above or near TW pipes or other structures.

There are public sewers crossing or close to the development. If you are planning significant work near Thames Water sewers, it is important that you minimize the risk of damage. TW will need to check that the development does not reduce capacity, limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting TW pipes.

Thames Water requests that the Applicant should incorporate within their proposal, protection to the property by installing a positive pumped device, or equivalent reflecting technological advances, to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions. Fitting only a non return valve could result in flooding to the property should there be prolonged surcharge in the public sewer. If as part of the basement development there is a proposal to discharge ground water to the public network, this would require a Groundwater Risk Management Permit from Thames Water.

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. TW expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483. Application forms should be completed on line.

A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result

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in prosecution. Domestic usage for example includes toilets, showers, washbasins, baths, private swimming pools and canteens. Typical Trade Effluent processes include: Laundrette or Laundry, PCB manufacture, commercial swimming pools, photographic or printing, food preparation, vehicle washing, metal plating or finishing, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre treatment, separate metering, sampling access etc, may be required before the Company can give its consent. Applications should be made on the TW website or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 3577 9200.

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres per minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

2. By way of further advice, the Council will expect the Construction Environmental Management Plan (required by condition) to follow current best construction practice, including the following:
- o Southwark Council's Technical Guide for Demolition & Construction 2016, available from <http://southwark.gov.uk/air-quality/the-main-causes-of-air-pollution>
 - o S61 of Control of Pollution Act 1974,
 - o The London Mayors Supplementary Planning Guidance 'The Control of Dust and Emissions During Construction and Demolition',
 - o The Institute of Air Quality Management's 'Guidance on the Assessment of Dust from Demolition and Construction' and 'Guidance on Air Quality Monitoring in the Vicinity of Demolition and Construction Sites',
 - o BS 5228-1:2009+A1:2014 'Code of practice for noise and vibration control on construction and open sites',
 - o BS 7385-2:1993 Evaluation and measurement for vibration in buildings. Guide to damage levels from ground borne vibration,
 - o BS 6472-1:2008 'Guide to evaluation of human exposure to vibration in buildings - vibration sources other than blasting,
 - o Greater London Authority requirements for Non-Road Mobile Machinery, see: <http://nrmm.london/>,
 - o Relevant CIRIA and BRE practice notes.

Environmental parameters for construction:

Parameter	Trigger (Amber)	
Action (Red)		
Environmental Noise	75 dB(A) Laeq 5min (short term)	80 dB(A)
Laeq 5min (short term)		
Unit - dB(A)	70 dB(A) Laeq 10hr (daily)	75 dB(A)
Laeq 10hr (daily)		

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Environmental Dust
15min
Units - PM10

200ug/m-3 15 min

250ug/m-3

Vibration:

- 1mm/sPPV for occupied residential and educational buildings
- 3mm/sPPV for occupied commercial premises where work is not of an especially vibration sensitive nature or for potentially vulnerable unoccupied buildings
- 5mm/sPPV for other unoccupied buildings

Hoardings - Min height 2.3m, Min density 7kg/m2

3. The refuse and recycling storage shown on the approved plans would be sufficient only with twice-weekly collections. The store has been sized by the applicant on the basis of using a commercially provided waste collection service (at the applicant's cost), rather than the Council service. The applicant is advised that the Council would not provide more frequent collections than the standard weekly service to facilitate the small bin store shown, i.e. the future property manager would not be able to request a twice weekly waste collection service from the Council.

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IMPORTANT NOTES TO THE APPLICANT RELATING TO THE COUNCIL'S DECISION	
<u>Conditions</u>	
1.	If permission has been granted you will see that it may be subject to a number of planning conditions. They are an integral part of our decision on your application and are important because they describe how we require you to carry out the approved work or operate the premises. It is YOUR responsibility to comply fully with them. Please pay particular attention to those conditions which have to be met before work commences, such as obtaining approval for the siting and levels of buildings and the protection of trees on the site. If you do not comply with all the conditions in full this may invalidate the permission.
2.	<p>Further information about how to comply with planning conditions can be found at: https://www.planningportal.co.uk/info/200126/applications/60/consent_types/12</p> <p>Please note that there is a right of appeal against a planning condition. Further information can be found at: https://www.planningportal.co.uk/info/200207/appeals/108/types_of_appeal</p>
<u>Community Infrastructure Levy (CIL) Information</u>	
3.	<p>If your development has been identified as being liable for CIL you need to email Form 1: CIL Additional Information, Form 2: Assumption of Liability and Form 6: Commencement Notice to cil.s106@southwark.gov.uk as soon as possible, so that you can be issued with a Liability Notice. This should be done at least a day before commencement of the approved development.</p> <p>Payment of the CIL charge is mandatory and the CIL Regulations comprises a range of enforcement powers and penalties for failure to following correct procedures to pay, including stop notices, surcharges, late payment interests and prison terms.</p> <p>To identify whether your development is CIL liable, and further details about CIL including eligibility and procedures for any CIL relief claims, please see the Government's CIL guidance: https://www.gov.uk/guidance/community-infrastructure-levy</p> <p>All CIL Forms are available to download from Planning Portal: https://www.planningportal.co.uk/info/200136/policy_and_legislation/70/community_infrastructure_levy/5</p> <p>Completed forms and any CIL enquiries should be submitted to cil.s106@southwark.gov.uk</p>
<u>National Planning Policy Framework</u>	
4.	In dealing with this application we have implemented the requirements in the National Planning Policy Framework to work with the applicant/agent in a positive, proactive and creative way by offering a pre-application advice service; as appropriate updating applicants/agents of any issues that may arise in the processing of their application and where possible and if applicable

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suggesting solutions to secure a successful outcome. We have considered the application in light of our statutory policies in our development plan as set out in the officer's report.

Appeal to the Secretary of State

5. 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.
6. 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.
7. 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 from 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.

Purchase Notice

8. 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.

Provisions for the Benefit of the Disabled

9. 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

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	<p>1999. [Part II of the Act].</p> <p>(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].</p>
10	<p>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.</p>
<u>Other Approvals Required Prior to the Implementation of Planning Permission</u>	
11	<p>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.</p>
<u>Works Affecting the Public Highway</u>	
12	<p>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.</p>
<u>The Dulwich Estate Scheme of Management</u>	
13	<p>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].</p>
<u>Building Regulations</u>	
14	<p>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].</p>
<u>The Party Wall Etc. Act 1996.</u>	
15	<p>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].</p>

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<u>Important:</u>	
16 .	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.

77-89 Alscot Road London SE1 3AW (ref 18/AP/2295) ;

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SCHEDULE 2

Viability

1. Viability Review 1 Trigger

- 1.1 Where Substantial Implementation has not occurred on or before the Review 1 Date the Owner and/or Developer will carry out and submit a Viability Review within 20 Working Days of the date on which Substantial Implementation has occurred in accordance with the provisions of this Schedule.
- 1.2 The Owner and/or Developer shall notify the Council in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.3 Following notification of Substantial Implementation pursuant to paragraph 1.2 above, the Owner and/or Developer shall afford the Council access to the Site to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation provided always that:-
 - 1.3.1 the Council shall provide the Owner and/or Developer with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 the Council shall comply fully with the Owner and/or Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice;
 - 1.3.3 the Council shall at all times be accompanied by the Owner and/or Developer or its agent.
- 1.4 The Council shall inspect the Site within 20 Working Days of receiving notice pursuant to paragraph 1.2 above and thereafter provide written confirmation to the Owner and/or Developer within 10 Working Days of the inspection date as to whether or not the Council considers that the works undertaken amount to Substantial Implementation.

2. Viability Review 2 Trigger

- 2.1 The Owner and/or Developer will carry out Viability Review 2 in accordance with the provisions of this Schedule on the Review 2 Date.
- 2.2 Unless otherwise approved by the Council (acting reasonably) the Owner and/or Developer shall not cause or permit Occupation of more than 75 per cent of the units of Student Accommodation in the third Academic Year unless and until Viability Review 2 has been

completed and agreed (or determined) in accordance with the following provisions of this Schedule.

3. Submission of Development Viability Information

- 3.1 If a Viability Review 1 is triggered pursuant to paragraph 1 above, the Owner and/or Developer shall submit the relevant Development Viability Information required pursuant to paragraph 1.1 above on an open book basis to the Council within 20 Working Days of the date on which Substantial Implementation has occurred.
- 3.2 In respect of Viability Review 2, the Owner and/or Developer shall submit the applicable Development Viability Information on an open book basis to the Council on the Review 2 Date.
- 3.3 The Owner and/or Developer will give the Council not less than 20 Working Days advance written notice of the date on which any Development Viability Information is intended to be submitted and such information shall be subject to the transparency requirements set out in the Council's Development Viability Supplementary Planning Document 2016 or subsequent version.

4. Proposals for Additional Affordable Housing Payment in Lieu

- 4.1 In the case of Viability Review 1 the Owner and/or Developer will submit to the Council together with any applicable Development Viability Information a written statement that applies the applicable Development Viability Information to Formula 1b and thereby confirming whether in the Owner and/or Developer's view any Additional Affordable Housing Payment in Lieu is payable.
- 4.2 In respect of Viability Review 2 the Owner and/or Developer will submit to the Council with any applicable Development Viability Information a written statement that applies the applicable Development Viability Information to Formula 3 and thereby confirming whether in the Owner and/or Developer's view any Additional Affordable Housing Payment in Lieu is payable.

5. Assessment of Development Viability Information

- 5.1 In the case of Viability Review 1, the Council shall assess any submitted Development Viability Information and whether in its view an Additional Affordable Housing Payment in Lieu is required to be paid in accordance with Formula 1b and for the avoidance of doubt the Council will be entitled to rely on its own evidence (acting reasonably) in determining inputs into Formula 1b subject to such evidence also being provided to the Owner and/or Developer; the Owner and/or Developer shall have an opportunity to comment thereon and the Council shall

have regard to those comments but for the avoidance of doubt shall in no way be bound by the Owner and/or Developer's comments.

- 5.2 In the case of Viability Review 2, the Council shall assess any submitted Development Viability Information and assess whether in its view any Additional Affordable Housing Payment in Lieu is payable in accordance with Formula 3 and for the avoidance of doubt the Council will be entitled to rely on its own evidence (acting reasonably) in determining inputs into Formula 3 and subject to such evidence also being provided to the Owner and/or Developer; the Owner and/or Developer shall have an opportunity to comment thereon and the Council shall have regard to those comments but for the avoidance of doubt shall in no way be bound by the Owner and/or Developer's comments.
- 5.3 The Council may appoint External Consultants to assess any Development Viability Information they receive.
- 5.4 In the event that the Council and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner and/or Developer shall provide any reasonably required information to the Council and/or any External Consultant (as applicable and with copy to the other parties) within 20 Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires.
- 5.5 The Council will notify the Owner and/or Developer in writing of its intended decision as to whether any Additional Affordable Housing Payment in Lieu is required under Viability Review 1 and/or Viability Review 2.
- 5.6 If the Council determines that an Additional Affordable Housing Payment in Lieu is required:
- 5.6.1 in the case of Viability Review 1, such payment shall be paid by the Owner and/or Developer prior to Completion of the Development;
- 5.6.2 in the case of Viability Review 2, such payment shall be paid by the Owner and/or Developer prior to no later than 20 Working Days after such determination
- and for the avoidance of doubt the Owner and/or Developer shall be entitled to utilise the dispute resolution proceedings contained in clause 19 of this Agreement in the event that any determination by the Council that an Additional Affordable Housing Payment in Lieu is required is contested.
- 5.7 The Owner and/or Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Development Viability Information including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

- 5.8 The Owner and/or Developer shall not Occupy or permit Occupation of more than 75 per cent of the Student Accommodation in the third Academic Year unless and until any Additional Affordable Housing Payment in Lieu required pursuant to paragraph 5.5 of this Schedule has been paid to the Council in full.

1. FORMULA 1B

"Policy Surplus"

$$X = (((A - B) - (C - D)) - P) - R$$

Where:

A = Review 1 Stage Gross Development Value as determined at the date of the review

B = Application Gross Development Value as determined at the grant of the Planning Permission

C = Review 1 Stage Build Costs as determined at the date of the review

D = Application Build Costs at the grant of the Planning Permission

P = Owner and/or Developer profit on change in Gross Development Value calculated by:

$$(A - B) \times Y;$$

Y = Owner and/or Developer profit as a percentage of Gross Development Value as determined in the Application Viability Appraisal being 17.5%.

R = the Affordable Housing Payment In Lieu due at the date of review

Notes:

(A - B) = Change in Gross Development Value from the date of planning permission to the date of review (£)

(C - D) = Change in build costs from the date of planning permission to the date of review (£)

2. FORMULA 3

$$\text{Additional Affordable Housing Payment in Lieu} = (((A - C) - (D - F)) - P) \times 0.60) - R$$

Where:

A = Review 2 Stage Gross Development Value as determined at the date of the review

C = the figure given as the Review 1 Stage Gross Development Value or the Application Gross Development Value if Viability Review 1 has not been carried out

D = Review 2 Stage Build Costs incurred at Review 2 Date determined as part of the review

F = the figure given as the Review 1 Stage Build Costs or the Application Build Costs if Viability Review 1 has not been carried out

$$P = (A - C) \times Y$$

Y = Developer profit as a percentage of Gross Development Value as determined in the Application Viability Appraisal being the blended profit based on a 17.5% on Gross Development Value.

R = the sum total of (a) the Affordable Housing Payment in Lieu paid and (b) any Additional Affordable Housing Payment in Lieu paid pursuant to Viability Review 1 (if any).

Notes:

A - C = The change in Gross Development Value from the grant of planning permission (or Review 1) to Review 2 (£)

D - F = The change in build costs from the grant of planning permission (or Review 1) to the Review 2 (£)

P = Developer profit on change in Gross Development Value (£)

0.6 = Any surplus profit, after deducting the developer profit (P), will be shared between the Council and the Developer with 60 per cent used for the Additional Affordable Housing Payment in Lieu

The Additional Affordable Housing Payment In Lieu is capped at £900,000

SCHEDULE 3
Financial Contributions

The Owner and/or Developer covenants with the Council:-

1. Affordable Housing Payment in Lieu

1.1 To pay the Affordable Housing Payment in Lieu in the following instalments upon the relevant trigger event:

1.1.1 £2,850,000 (two million, eight hundred and fifty thousand pounds) prior to Completion of the Development; and

1.1.2 £2,850,000 (two million eight hundred and fifty thousand pounds) prior to or on first Occupation.

1.2 Not to Complete the Development until the first instalment of the Affordable Housing Payment in Lieu required by 1.1.1 is paid.

1.3 Not to Occupy the Development until the second instalment of the Affordable Housing Payment in Lieu required by 1.1.2 is paid.

2. Bermondsey Spa Gardens Improvement Contribution

2.1 To pay the Bermondsey Spa Gardens Improvement Contribution to the Council prior to Occupation of the Student Accommodation.

2.2 Not to Occupy the Student Accommodation until the Bermondsey Spa Gardens Improvement Contribution has been paid to the Council in full.

3. Bus Service Improvements Contribution

3.1 To pay the Bus Service Improvements Contribution to the Council prior to Implementation of the Student Accommodation.

3.2 Not to Implement the Student Accommodation until the Bus Service Improvements Contribution has been paid to the Council in full.

4. Bus Stop Contribution

4.1 To pay the Bus Stop Contribution to the Council prior to Implementation of the Student Accommodation.

- 4.2 Not to Implement the Student Accommodation until the Bus Stop Contribution has been paid to the Council in full.

5. Cycle Hire Docking Station Contribution

- 5.1 To pay the Cycle Hire Docking Station Contribution to the Council prior to Implementation of the Development.
- 5.2 Not to Implement the Development until the Cycle Hire Docking Station Contribution has been paid to the Council in full.

6. Tree Maintenance Contribution and Tree Replacement Contribution

- 6.1 To pay the Tree Maintenance Contribution and the Tree Replacement Contribution to the Council prior to Implementation of the Development.
- 6.2 Not to Implement the Development until the Tree Maintenance Contribution and the Tree Replacement Contribution have been paid to the Council in full.

SCHEDULE 4

Car Parking Management Plan, Highway Works, Controlled Parking Zone, Bicycle Strategy and Travel Plan

The Owner and/or Developer covenants with the Council:-

1. Car Parking Management Plan

- 1.1 Not to Occupy the Development or any part of it prior to submitting the Car Parking Management Plan to the Council and obtaining its approval to it in writing (such approval not to be unreasonably withheld).
- 1.2 To implement the Car Parking Management Plan approved pursuant to paragraph 1.1 above (and as may be varied from time to time between the Owner and/or Developer and the Council) for the duration that the Development or any part of it remains Occupied.

2. Highway Works

- 2.1 Not to Implement the Development or any part of it until submitting the Section 38/278 Highway Works Specification to the Director of Planning and the Highway Development Manager and obtaining their approval to it in writing (such approval not to be unreasonably withheld).
- 2.2 Not to Implement the Section 38/278 Highway Works until entering into the Section 38/278 Agreement with the Council (and the Council hereby covenants to also enter into the Section 38/278 Highway Agreement with the Owner and/or Developer) and/or Transport for London (as the case may be) for the purpose of authorising the Section 38/278 Highway Works and securing them to the value of the Section 38/278 Highway Works Bond.
- 2.3 Not to Occupy the Student Accommodation or any part of it until the Section 38/278 Highway Works approved pursuant to paragraph 2.1 above have been completed to the reasonable satisfaction of the Director of Planning and the Highway Development Manager.

3. Controlled Parking Zone

To ensure that prior to their Occupation any Occupier (including subsequent Occupants) is informed by the Owner and/or Developer of the Council'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 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 Council.

4. Bicycle Strategy

- 4.1 Not to Implement the Development without submitting the Bicycle Strategy to the Council for the Council's approval to the strategy in writing (such approval not to be unreasonably withheld or delayed).
- 4.2 Not to Occupy the Development or any part of it until the Bicycle Strategy has been approved and any works required by the Bicycle Strategy have been completed.
- 4.3 To implement the Bicycle Strategy approved by the Council pursuant to paragraph 4.1 above for the duration that the Development or any part of it remains occupied.

5. Travel Plan

- 5.1 Not to Occupy the Development until:
 - 5.1.1 the Travel Plan has been submitted to the Council and the Council has approved the Travel Plan in writing; and
 - 5.1.2 a travel plan co-ordinator has been appointed and the Council has been provided with their contact details including name, address, telephone number and email address.
- 5.2 To implement, monitor and observe the Travel Plan (or such amended plan as may be agreed by the Council in writing from time to time) for the duration that the Development remains Occupied including providing written details of the Travel Plan to new Occupiers of the Development within 28 days of their first Occupation; using reasonable endeavours to ensure those Occupiers of the Development comply with the Travel Plan insofar as it applies to them and is within their control to do so.
- 5.3 To undertake TRICS (or such other body as advised by the Council) compliant user surveys at 1, 3 and 5 years from Occupation, updating the Travel Plan and providing a written report of this review to the Council. The Owner and/or Developer will have regard to any reasonable recommendations made by the Council upon operation of the Travel Plan following each of these reviews and discussion of the Travel Plan with the Council.

SCHEDULE 5

Student Accommodation

- 1.1 The Owner and/or Developer covenants with the Council:-
- 1.1.1 To ensure that during the Academic Year the Student Accommodation is used and occupied for no purpose other than its authorised purpose as accommodation available for letting as Student Accommodation to Students;
 - 1.1.2 To ensure that the Student Accommodation is used at all times as a single planning unit and that no part of the Student Accommodation shall be rented, sold, let, sub-let, licensed or otherwise Disposed of in any form as a separate planning unit.
- 1.2 The Owner and/or Developer shall not use or Occupy or permit the use or Occupation of any part of the Student Accommodation for any purpose (residential or otherwise) except as Student Accommodation used and Occupied in strict compliance with paragraph 1.1 of this Schedule and in the event of a breach (howsoever it may occur) to cease Occupation of that unit of the Student Accommodation and remedy the breach immediately SAVE FOR during the Holiday Period when the Student Accommodation may be let to part time and full time students from UK registered educational institutions.
- 2. Student Accommodation Management Strategy**
- 2.1 The Owner and/or Developer covenants with the Council:-
- 2.1.1 to submit the Student Accommodation Management Strategy to the Council for its approval prior to Occupation.
 - 2.1.2 to not Occupy the Student Accommodation until the Council has approved the Student Accommodation Management Strategy in writing (such approval not to be unreasonably withheld).
 - 2.1.3 to comply with the approved Student Accommodation Management Strategy for the duration of the Development or any part of it remains Occupied, unless a revised Student Accommodation Management Strategy is submitted to and approved by the Council in writing.

SCHEDULE 6

Local Procurement

The Owner and/or Developer covenants with the Council:-

1. Local Procurement

- 1.1 To work with the Council's Local Economy Team or a nominee of the Council in the Borough to as far as practicable and in compliance with all applicable laws use reasonable endeavours to achieve the procurement of construction contracts and goods and services from organisations based in the Borough.
- 1.2 To use reasonable endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to this Site.
- 1.3 To:-
 - 1.3.1 consider applications to tender received from SME's based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and shall liaise with the Council through the Construction Workplace Co-ordinator to increase opportunities for local firms and people and use reasonable endeavours to ensure that any contractors and sub-contractors do the same;
 - 1.3.2 include a written statement in their contracts with any contractors and sub-contractors encouraging them to liaise with the Local Economy Team to discuss, agree and implement the arrangements as set out in this paragraph 1.3 and also in the Southwark Economic Wellbeing Strategy 2012-2022;
 - 1.3.3 brief contractors and sub-contractors on the requirements of this paragraph 1.3 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;
 - 1.3.4 advertise sub-contracting and tendering opportunities to SME's (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including list of Pre-qualified Firms by the Council's Procurement Team) and the local press;
 - 1.3.5 with its contractors and sub-contractors, resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

SCHEDULE 7
Delivery and Service Plan

The Owner and/or Developer covenants with the Council:-

1. Delivery and Service Plan

- 1.1 To comply with the Delivery and Service Plan for the duration that the Development or any part of it remains Occupied;
- 1.2 Not to Occupy the Student Accommodation or any part of it until the Delivery and Service Monitoring Plan has been submitted to the Council and the Council has approved the plan in writing.
- 1.3 To comply with the Delivery and Service Monitoring Plan approved pursuant to paragraph 1.2 above for the duration of the Delivery and Service Monitoring Period.
- 1.4 Not to Implement the Development or any part of it until the Delivery and Service Cash Deposit and the Delivery and Service Monitoring Fee has been paid to the Council in full
- 1.5 The Council shall be entitled to retain the Delivery and Service Cash Deposit in full in the event:-
 - 1.5.1 the Owner and/or Developer fails to submit or agree the Delivery and Service Monitoring Plan before Occupation;
 - 1.5.2 the Owner and/or Developer fails to submit any of the monitoring reports required to be submitted to the Council in accordance with the terms agreed as part of the Delivery and Service Monitoring Plan approved by the Council pursuant to paragraph 1.2 above within the Delivery and Service Monitoring Period; or
 - 1.5.3 after an initial warning, the number of Delivery and Service Vehicles visiting the Site continue to exceed the Delivery and Service Baseline Figure within the Delivery and Service Monitoring Period.

And the Council hereby agrees to repay the Delivery and Service Cash Deposit in full to the Owner and/or the Developer (or its nominee) at the end of the Delivery and Service Monitoring Period should none of the events in this paragraph 1.5 occur.

- 1.6 In respect of paragraph 1.5.3 above, the Council shall be entitled to rely on either data obtained as part of the monitoring reports provided by the Owner and/or Developer or as part of its own monitoring.

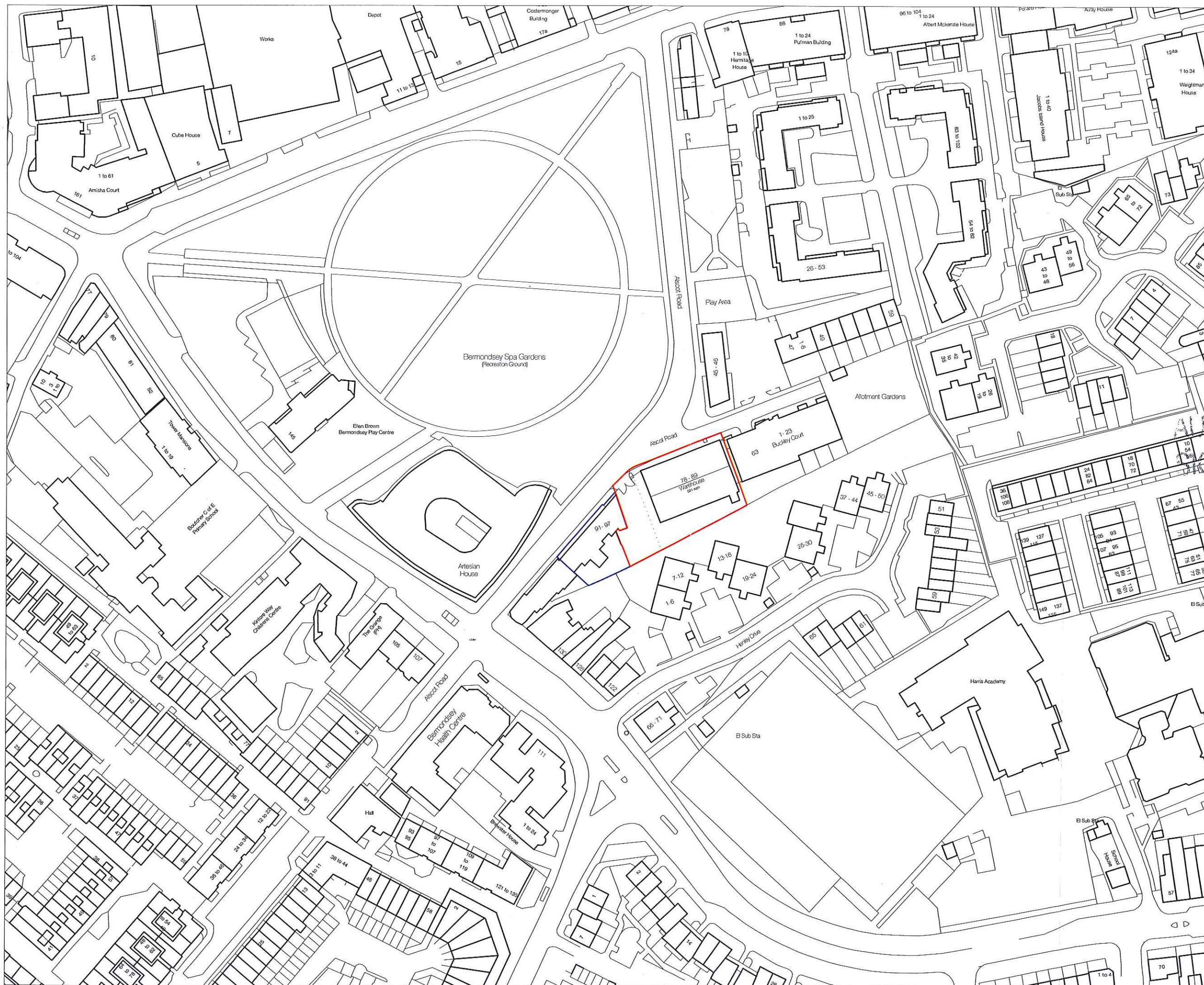
SCHEDULE 8
Council's Obligations

1. Council's Obligations

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a Council revenue account and the Parties agree that this shall be without prejudice to the Council's right to apply the Site and Development Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 The Council agrees to use the Site and Development Contributions for the purposes for which they are paid SAVE FOR the Bus Stop Contribution, Bus Service Contribution and Cycle Hire Docking Station Contribution as expenditure shall be the responsibility of Transport for London.
- 1.3 To the extent that any of the Site and Development Contributions have been provided and the purposes for which they have been provided can be reasonably provided by the Council for less than the corresponding amount identified for its provision and in respect of which the contributions have been paid, the resulting surplus and interest may be expended or applied by the Council as appropriate on any of the other facilities referred to in this Agreement.
- 1.4 The Council shall issue the Planning Permission promptly on completion of this Agreement.
- 1.5 The Council shall issue written notice to the Owner and/or Developer acknowledging receipt of any of the Site and Development Contributions including any instalment thereof.
- 1.6 Where consent approval authorisation or agreement of the Council is required under the terms of this Agreement such consent approval authorisation or agreement shall not be unreasonably withheld or delayed.

Annexures
Drawings and Plans

Annex 1
Site Plan



General Notes
 All settings out must be checked on site.
 All levels must be checked on site and refer to Ordnance Datum.
 All findings and weatherings must be checked on site.
 All dimensions must be checked on site.
 This drawing must be read in conjunction with all other relevant drawings.
 This drawing must not be used for land transfer purposes.
 Calculated areas in accordance with Greenaway Architecture Ltd. Definition of Areas for Schedule of Areas.

Greenaway Architecture Ltd. has prepared this document in accordance with the instructions of the Client under the agreed Terms of Business. This document is for the sole and specific use of the Client and Greenaway Architecture Ltd. shall not be responsible for any use of its contents for any purpose other than that for which it was prepared and provided. Should the Client require to pass electronic copies of the document to other parties, this should be for co-ordination purposes only, the whole of the file should be so copied, but no professional liability or warranty shall be extended to other parties by Greenaway Architecture Ltd. in this connection without the explicit written agreement thereto by Greenaway Architecture Ltd.

Electronic File Ref: GA91 Alscot Road -S30		
Revision	Status	Date
S1	Feasibility Issue	11.05.2017
S2	Feasibility Issue	12.05.2017
S3	Feasibility Issue	17.07.2017
S4	Feasibility Issue	04.09.2017
S5	Feasibility Issue	08.09.2017
S6	Feasibility Issue	12.09.2017
S7	PRE-APP Issue	20.09.2017
S8	Structure + Fire Update	15.10.2017
S9	Internal Issue	01.11.2017
S10	Team Issue	09.11.2017
S11	Team Issue	15.11.2017
S12	Team Issue	17.11.2017
S12B	Pre-App II Draft	21.11.2017
S12C	Pre-App II Draft	22.11.2017
S12D	Pre-App II Submission	23.11.2017

R. Trott
RICHARD TROTT

Application Boundary / Extent of Site

Associated Land

AUTHORISED SIGNATORY

 0m 10m 50m

alumino Student Developments

Project Title
Student Housing Development
78-89 Alscot Road
 Bermondsey, London SE1 3AW

Drawing Title
Site Location Plan

Scale @ A3 Size
 1:1250

Drawing N°
 001 **DRAFT**

Purpose of Issue
☐ Information ☒ Comment
☐ Approval ☐ Cost Check

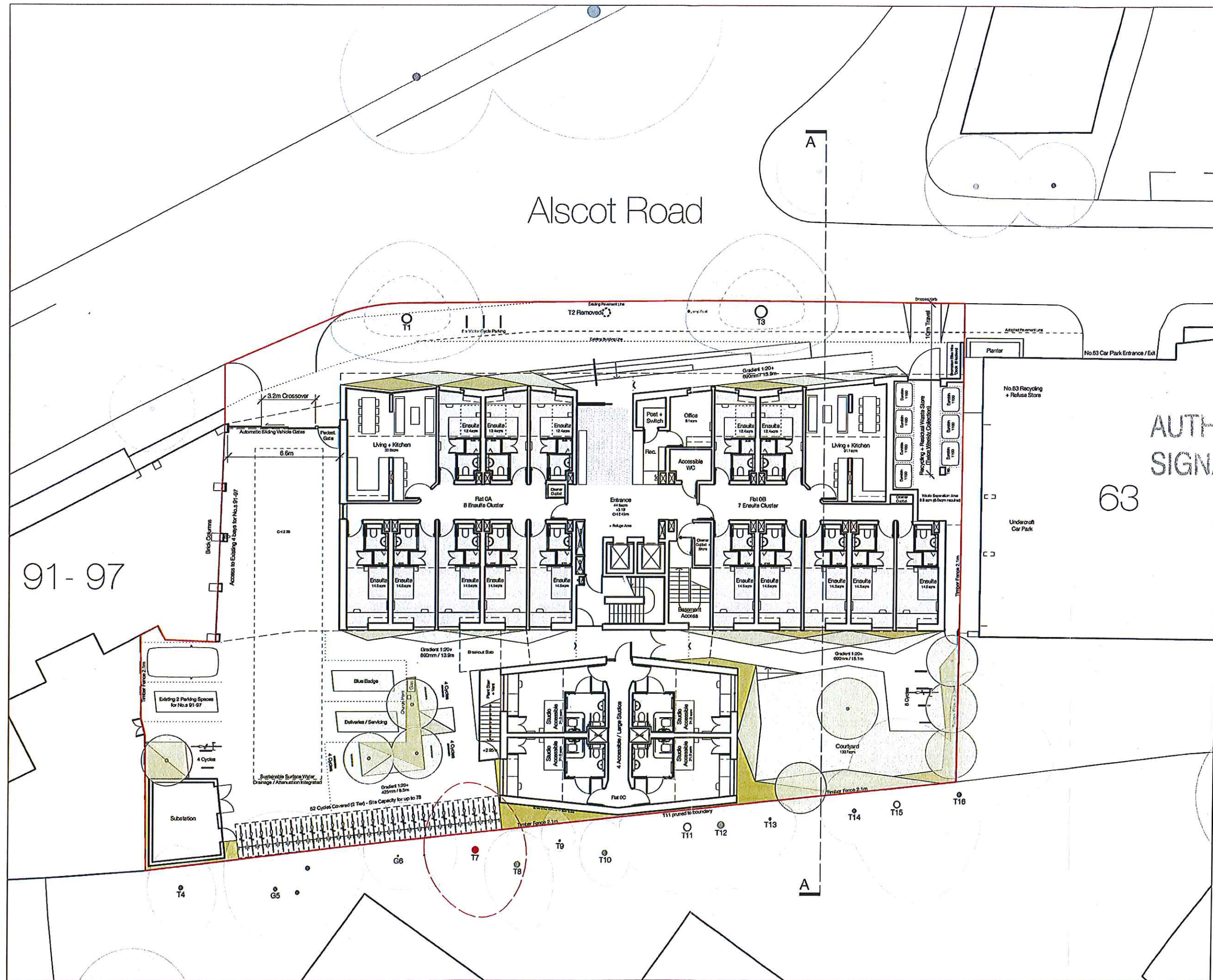
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 237 Pentonville Road, London N1 9NG

Tel : +44 (0)7904108 922

Registered in England 7013663

Annex 2
Parking Spaces



General Notes

All setting out must be checked on site.
 All levels must be checked on site and refer to Ordnance Datum.
 All fences and walls must be checked on site.
 All dimensions must be checked on site.
 This drawing must be read in conjunction with all other relevant drawings.
 This drawing must not be used for any other purpose.
 Calculated areas in accordance with Greenaway Architecture Ltd. Definition of Areas for Schedule of Areas.

Greenaway Architecture Ltd. has prepared this document in accordance with the instructions of the Client under the agreed Terms of Business. This document is for the sole and specific use of the Client and Greenaway Architecture Ltd. shall not be responsible for any use of its contents for any purpose other than that for which it was prepared and provided. Should the Client require to pass electronic copies of the document to other parties, they should be for co-ordination purposes only, the whole of the file should be so copied, but no professional liability or warranty shall be extended to other parties by Greenaway Architecture Ltd. in this connection without the explicit written agreement thereto by Greenaway Architecture Ltd.

Electronic File Ref: GA91 Alscot Road - S36

Revision	Status	Date
S9	Internal Issue	01.11.2017
S10	Team Issue	09.11.2017
S11	Team Issue	16.11.2017
S12	Team Issue	17.11.2017
S12B	Pre-App II Draft	21.11.2017
S12C	Pre-App II Draft	22.11.2017
S12D	Pre-App II Submission	23.11.2017
S13	Clr. Presentation	28.11.2017
S14	Pre-App II Update	30.11.2017
S14A	Pre-App II Update	01.12.2017
S14B	Pre-App II Update	01.12.2017
S14C	Pre-App II Update	03.12.2017
S14D	Pre-App II Update	05.12.2017
S16	Pre-App II Update	14.12.2017
S17	Pre-App II Update	18.12.2017
S18	Less Studios	26.01.2018
S19	Alternative Typical Plans	31.01.2018
S20	Reduced 6th Floor	01.02.2018
S21	2D/3D Integration	02.02.2018
S22	Fiat Rear	22.02.2018
S23	Add Column (SW) + 2 Trees	08.03.2018
S24	Updated Risers + Crtyard	26.04.2018
S25	Revised Pavement	31.05.2018
S26	Less Studios	11.06.2018
S27	Add Office	12.06.2018
S28	Bin Store (7)	01.07.2018
S29	Bin Store	06.07.2018
S30	Tree 17 Reinstated	01.08.2018
S31	Raised Ground Floor Level	24.08.2018
S32	Substation + Wheelchair Lift	30.10.2018
S33	Cycle Stands	08.11.2018
S34	Ramp to Front	18.11.2018
S35	Cycle Stands Amended	12.12.2018
S36	Bike Locker Move	03.01.2019

Application Boundary / Extent of Site

Associated Land

AUTHORISED SIGNATORY

0m 1m 5m 10m

alumino Student Developments

Project Title
Student Housing Development
78-89 Alscot Road
 Bermondsey, London SE1 3AW

Drawing Title
Ground Floor PROPOSED

Scale @ A3 Size
 1:200

Drawing N°
 100

Purpose of Issue

- ☐ Information ☐ Comment
☒ Approval ☐ Cost Check

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Annex 3

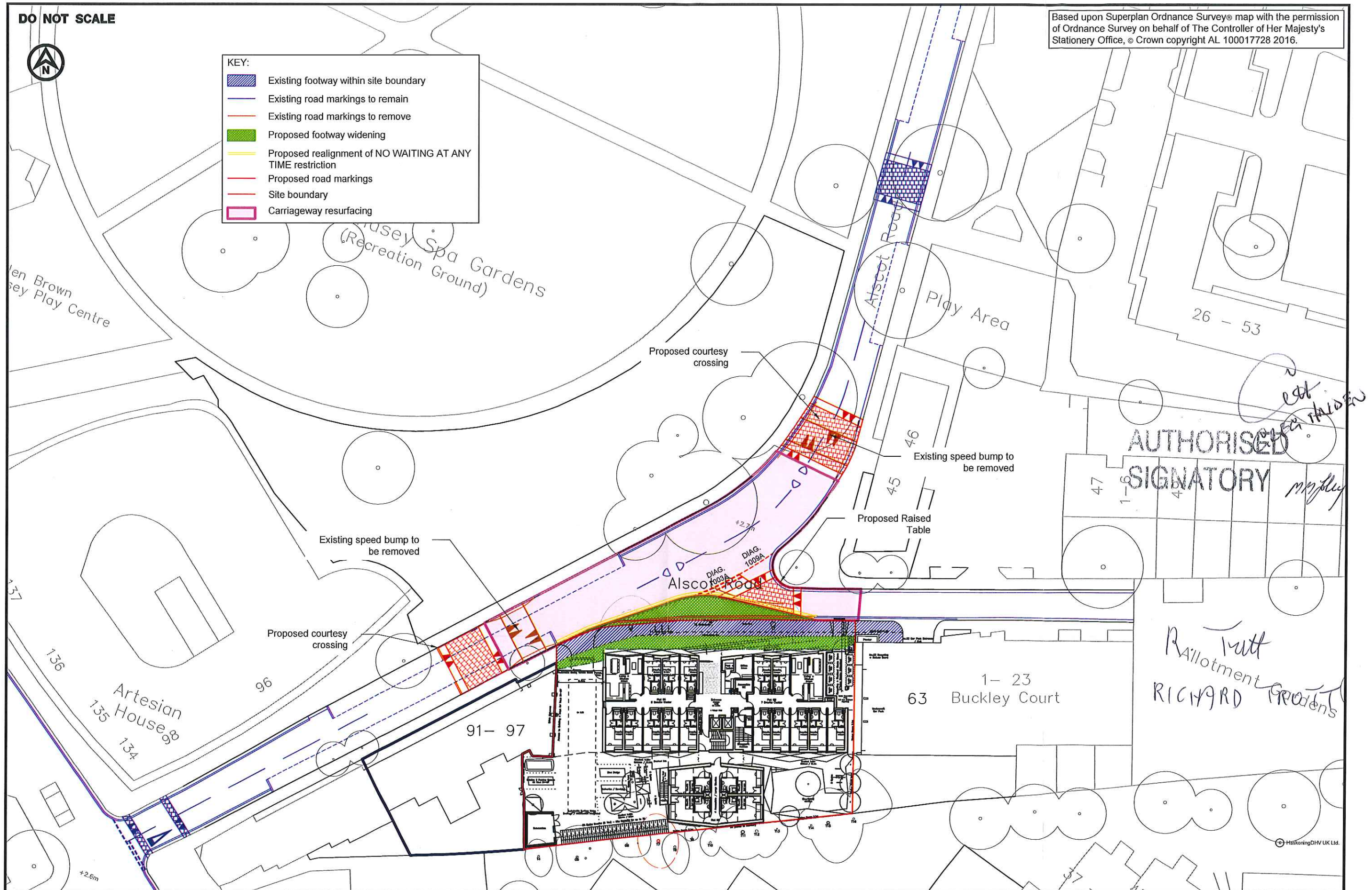
Section 38/278 Highway Works

DO NOT SCALE



- KEY:
- Existing footway within site boundary
 - Existing road markings to remain
 - Existing road markings to remove
 - Proposed footway widening
 - Proposed realignment of NO WAITING AT ANY TIME restriction
 - Proposed road markings
 - Site boundary
 - Carriageway resurfacing

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TITLE
Alscot Road, Indicative Off-Site Works

PROJECT
Proposed Student Accommodation, Alscot Road, Bermondsey

 **Royal HaskoningDHV**
Enhancing Society Together

Novadel House,
11 Newhall Street,
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www.royalhaskoningdhv.com

JOB No.	PB7259	DATE	03.01.19	SCALE	1:500
DRAWN	BKB	CHECKED	SS	PASSED	SS
AUTOCAD REF.	PB7259-SK006	DRG No.	SK006	REV	C

Annex 4
Street Trees

Excerpts from the Arboricultural Method Statement

Section B: Restrictions on Activities – Specific Zones

Construction Exclusion Zones

Within Construction Exclusion Zones (shaded purple on the Tree Protection Plan) the following restrictions shall apply:

- No construction activity whatsoever shall occur.
- No vehicles or plant machinery shall be driven or parked.
- No tree works, other than those specified in this report shall be undertaken.
- No alterations of ground levels or conditions.
- No chemicals or cement washings permitted.
- No excavation whatsoever shall occur.
- No temporary structures.
- No spoil shall be stored.
- No fires shall be permitted.
- All hazardous materials (including non-essential cement products) shall be forbidden.

Restricted Activity Zone A

Within these zones (indicated on the Tree Protection Plan) trees roots are likely to be present. Access will be required to facilitate construction and some resurfacing works will be required. The following restrictions shall apply:

- A suitable load spreading surface shall be installed and/or maintained as specified in Section 9 – Ground Protection Measures. This shall remain in place throughout the entire construction phase.
- During demolition, any mechanical excavator shall be carefully marshalled to ensure overhanging branches are not damaged.
- No significant masonry or timber shall be permitted to fall outside of buildings towards adjacent trees.
- Foundations will be removed by excavating on the inside of the foundation first and pulling away from the trees. No excavation shall take place between the foundation and the tree rooting area.
- Excavation shall be limited to the removal of existing foundations, floors and any associated sub-base. No deeper excavation shall occur in this zone without consulting the appointed arborist and obtaining approval from the local authority.
- Any resurfacing or installation of new hard surfaces shall be done strictly in accordance with the Guidelines in Section 10 – New Surfaces.
- Removal of existing structures such as walls, steps and hard surfaces shall be undertaken using hand tools or a mechanical excavator operating from outside the Restricted Activity Zone and carefully marshalled by an appointed arborist.
- No further excavation shall occur in this zone without consulting the appointed arborist and obtaining approval from the local authority.
- If roots are encountered in excess of 25mm diameter, they shall be retained wherever possible and protected with damp sacking during times that they are unearthed. Any roots in excess of 10mm that need to be severed shall be pruned with secateurs. Where access is required for pedestrians, vehicles or plant machinery, a suitable storage of materials shall be limited to that which is required for the task in hand. Heavy materials that require storage for more than two days shall be stored outside the Restricted Zone.
- No spoil shall be stored.
- No fires shall be permitted.
- All hazardous materials (including non-essential cement products) shall be forbidden.
- No machinery in excess of 2.5m tall shall pass through or operate in this zone unless carefully marshalled in order to avoid damage to branches.

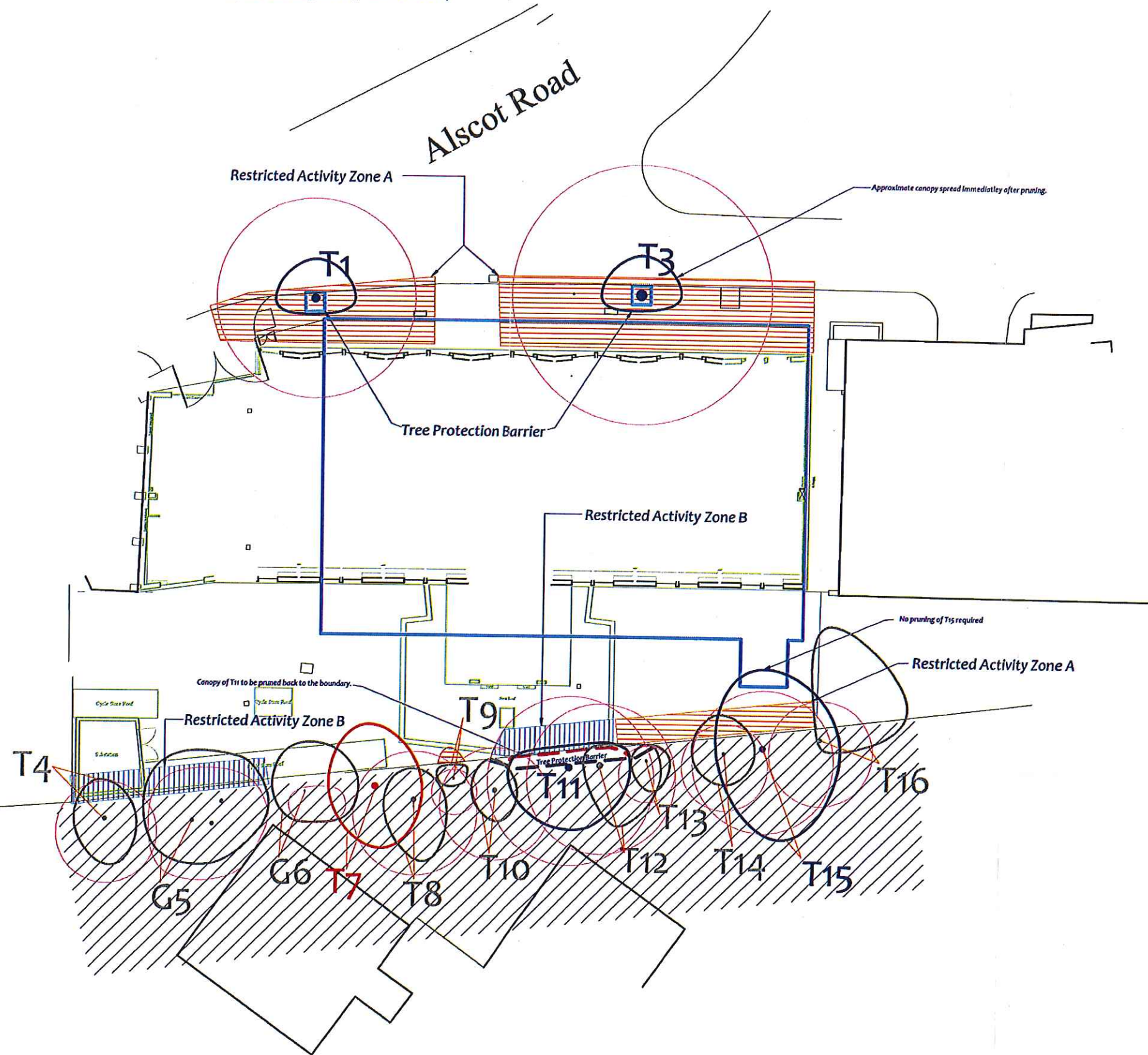
Restricted Activity Zone B

Within this zone (indicated on the Tree Protection Plan) it is proposed to install building foundations. In order to ensure no significant impact on the root systems of adjacent trees a watching brief is proposed during all excavation in this area. The following restrictions shall apply:

- Excavation shall be overseen by an appointed arborist. The local authority tree officer shall be invited to attend.
- Hand tools shall be used during the excavation to a depth of 0.6m. Below this depth, a mechanical excavator may be used.
- The excavation shall not extend more than 300mm beyond the footprint of the proposed building walls in the direction of the trees.
- If roots in excess of 50mm diameter are encountered they shall be retained intact and the foundations designed accordingly. If necessary shallow beams (or a reinforced raft) shall be constructed or supported on narrow diameter piles to enable any such roots to be retained. If no such roots are unearthed, then deep strip foundations may be utilised.
- If roots in excess of 25mm diameter are encountered close to the edge of the excavation, they shall be retained wherever possible and protected with damp sacking during times that they are unearthed. Any roots that need to be severed shall be pruned with secateurs.
- No spoil shall be stored.
- No fires shall be permitted.
- All hazardous materials (including non-essential cement products) shall be forbidden.
- All machinery in excess of 4m tall shall be carefully marshalled through this zone.
- Demolition shall not commence until the protective barriers (including ground protection measures where applicable) are installed to the satisfaction of the local authority.

See Section 5 for more restrictions that apply throughout the site

Existing Layout to be Demolished (Blue)
Proposed Layout (Pale Green)

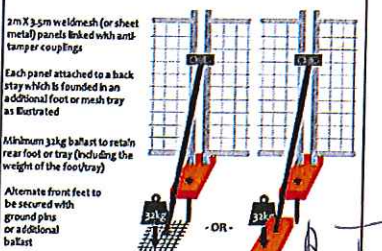


Tree Protection Plan

Tree Protection Barriers:

Fixed protective barrier: The 'In-Ground System' or the 'Backstay System'. To remain in place for all construction activity.	Construction Exclusion Zone Stem protected to a height of 2.5m with thick cloth & wire. Tree Protection Boxings 1.2 x 1.2 x 2.4m high 25mm plywood.
Moveable protective barrier: The 'Backstay System'. To remain in place except when approved works are being undertaken in the Restricted Zone.	Orange Barrier Mesh Fencing, 1.1m, on steel fencing pins and wooden posts. To remain in place throughout all construction activity.

The 'Back Stay System'



The 'In-Ground' System



Construction Exclusion Zone

Within this area the following restrictions shall apply:

- No excavation or land regrading whatsoever.
- No storage of materials, rubble, soil or spoil.
- No fires within the exclusion zone or within 10m of any tree canopy.
- No the cables or other temporary structures.
- No discharge of polluted water, cement or chemicals of any kind.
- No use of any machinery, or passage or parking of vehicles.
- No tree works without council consent.

Restricted Activity Zones

Restrictions are detailed within the accompanying Method Statement

Restricted Zone A	Restricted Zone B
-------------------	-------------------

Tree Ref.	Species	Height (m)	Radius (m)	Area (sqm)
T1	London Plane	14	8.4	127
T2	London Plane	14	5.6	100
T3	London Plane	14	8.3	215
T4	Lime	7	3.2	33
G5	Cherry	6	3.0	28
G6	Rowan	5	1.1	4
T7	Ash	8.5	4.8	72
T8	Ash	8.5	4.0	49
T9	Ash	4.5	1.4	7
T10	Ash	8	3.8	41
T11	Tree Of Heaven	9	5.4	92
T12	Tree Of Heaven	7.5	4.8	72
T13	Tree Of Heaven	4.5	1.8	10
T14	Silver Maple	8	2.8	24
T15	Silver Maple	14	4.6	65
T16	Silver Maple	10	3.4	35

Drawing No: CCL 09845 / TPP Rev 1

Title: Tree Protection Plan

Site: 78-89 Alscot Road, Bermondsey, SE1 3AW

Scale: 1:200 Paper Size: A2



Tree Retention Categories

Category A tree	Category B tree	Category C tree	Category U tree
-----------------	-----------------	-----------------	-----------------

- Trees of high quality with an estimated life expectancy of 40+ years. Usually large trees with significant presence or smaller trees with excellent form. Retention of these trees is highly desirable.
- Trees of moderate quality with a life expectancy of 20+ years. Usually maturing trees, or younger trees with good form. Retention of these trees is desirable though less than Category A trees.
- Unremarkable trees of low quality and merit. Individual specimens are not considered to be a material planning consideration.
- Trees unsuitable for retention due to their very poor condition.

Tree Protection Plan

- BS 5837 Root Protection Area (radius = 12xstem diameter)
- Root Protection Area needing amendment due to site conditions, e.g. presence of existing road or building.
- Root Protection Area having been amended to account for site conditions

MN = Measured North
Canopy spreads are sometimes measured to an approximate N defined by site features. Often more accurate, especially where rows of trees are not aligned N-S or E-W.

IN WITNESS WHEREOF the parties hereto have 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

M. Foley
MARGARET FOLEY



Executed as a Deed by **IMEDIAPRINT**

(MIDLANDS) LIMITED acting as ~~one~~ ^{one} ~~two~~ directors or one

director and the company secretary: in the presence of:

Director

R. Trott

Name in Print

RICHARD TROTT

Director/Secretary

Witness Signature: *C. McPolin*

Witness Name: Claire McPolin

Name in Print

Witness Address: 10 St Bride Street, London EC4A 4AD

Witness Occupation: legal Secretary

Executed as a Deed by **ALUMNO STUDENT**

DEVELOPMENTS LIMITED acting by a

director in the presence of a witness:

Director Signature:

David Campbell

Director Name in Print:

DAVID CAMPBELL

Witness Signature:

C. Starkey

Witness Name in Print:

CATHERINE STARKEY

Witness Occupation:

Project and Office Administrator

Witness Address:

2nd floor
10 Frith Street
London
W1D 3JF

Executed as a Deed by TREETOPS

PROPERTY LIMITED ^{acting} by two directors or one

director and the company secretary in the presence of:

Director

Name in Print

[Signature]
GREG HARDEN

~~Director/Secretary~~

~~Name in Print~~

~~Business Name~~ COLETTE BAVISI

Witness Address:

1 TREETOPS VIEW

HOUGHTON

ESSEX

1610 4PR

Witness Signature:

C. Bavis