

**The Mayor and Burgesses of the London Borough of Havering  
and  
Havering and Wates Regeneration LLP**

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DEED OF AGREEMENT  
pursuant to section 106 of the Town and  
Country Planning Act 1990 and other  
enabling powers in relation to land known  
as land bound by Chippenham Road, Kings  
Lynn Drive & Dartfields, Harold Hill

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**THIS DEED** is made the  
Five

day of

Two Thousand and Twenty

**BETWEEN**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of the Town Hall Main Road Romford ("the **Council**"); and
- (2) **HAVERING AND WATES REGENERATION LLP** a company registered in England and Wales under company registration number OC422099 whose registered office is at Wates House, Station Approach, Leatherhead, United Kingdom, KT22 7SW (the "**Developer**")

**WHEREAS: -**

- (A) The Council is the local planning authority and the local highways authority for the area in which the Site and the Public House Land is situated and by whom the obligations restrictions stipulations and covenants contained in this Deed are enforceable.
- (B) The Council is registered at the Land Registry with freehold title absolute in respect of part of the Site and the Public House Land under title numbers EGL513181, EGL291239, EGL544930, EGL216916, EGL127274.
- (C) The Site also comprises land leased to residential occupiers and registered at the Land Registry with leasehold title numbers EGL363068, EGL248904, EGL363757, EGL448717, EGL476118, EGL245951, EGL268128 but the Parties agree that such occupiers are not able to carry out the Public House Demolition nor the Development without compliance with the obligations and do not need to be a party to this Deed.
- (D) At a meeting of the Council's Strategic Planning Committee held on 27 February 2025 the Council resolved to grant the Redevelopment Planning Permission and the Public House Demolition Planning Permission for the Development and the Public House Demolition respectively subject to the completion of this Deed to secure the planning obligations mentioned herein.
- (E) The Council enters into this Deed as landowner in order to bind its freehold interest in the Site and the Public House Land. Where the Council enters into this Deed as landowner it will be referred to as "Havering". The Developer enters into this Deed as it intends to undertake the Development and the Public House Demolition.
- (F) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied, for the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), that they are necessary to make the Development and Public House Demolition acceptable in planning terms, directly related to the Development and Public House Demolition, fairly and reasonably related in scale and kind to the Development and Public

House Demolition and are reasonable in all other respects and as such enforceable by the Council.

- (G) The Parties enter into this Deed to secure the planning obligations contained in it and to enable the Council to grant the Redevelopment Planning Permission and the Public House Demolition Planning Permission.

IT IS AGREED as follows:

**I. DEFINITIONS**

**I.1 In this Deed:**

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 1980 Act                        | means the Highways Act 1980 (as amended)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1990 Act                        | means the Town and Country Planning Act 1990 (as amended)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Affordable Housing              | means housing provided to eligible Households in accordance with the Affordable Housing Tenure Split or as otherwise agreed with the Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Affordable Housing Provider     | means: <ul style="list-style-type: none"> <li>a) a provider of Affordable Housing registered under Section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); or</li> <li>b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</li> <li>c) a housebuilder, housing provider or funder of Affordable Housing which is not a registered provider under paragraph (a) above but is nominated by the Developer and approved by the Council to manage Affordable Housing, such approval not to be unreasonably withheld or delayed by the Council; or</li> <li>d) the Council in its capacity to provide Affordable Housing</li> </ul> |
| Affordable Housing Tenure Split | means an agreed tenure split of the Affordable Housing as between provision of London Affordable Rent and Social Rented                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                        | Housing or as may be amended with the Council's agreement from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Affordable Housing Units               | means the 116 Residential Units pursuant to the Redevelopment Planning Permission to be provided in accordance with the Affordable Housing Tenure Split (unless otherwise specified within this Deed) and "Affordable Housing Unit" will be interpreted accordingly                                                                                                                                                                                                                                                                                                                                                                        |
| London Affordable Rented Housing       | <p>means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible Households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <ul style="list-style-type: none"> <li>(a) including Service Charges, up to 80% of local market rents; and</li> <li>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance</li> </ul> |
| London Affordable Rented Housing Units | <p>means the Residential Units to be provided within the Development as London Affordable Rented Housing and with maximum weekly rent levels of:</p> <p>£199.23 for 1-bed units;</p> <p>£210.94 for 2-bed units; and</p> <p>£222.65 for 3-bed units</p> <p>subject to indexation at CPI + 1% or such updated weekly rent levels as issued annually by the GLA in accordance with the Mayor's Funding Guidance and "London Affordable Rented Housing Unit" shall interpreted accordingly</p>                                                                                                                                                |
| BCIS Index                             | means the Building Cost Information Service All-in Tender Price Index published by the Royal Institution of Chartered Surveyors or any index replacing the same                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| BNG Capacity                           | means the total Biodiversity Units resulting from the implementation of the Habitat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                              | Management and Monitoring Plan both on the Site and off-site                                                                                                                                                                                                                                                       |
| Biodiversity Net Gain or BNG | means an increase in Biodiversity Units resulting from implementing the Habitat Management and Monitoring Plan (as measured using the Biodiversity Metric) that can be allocated to a development to fulfil its requirements to create or enhance biodiversity under Schedule 7A of the 1990 Act                   |
| BNG Commencement Date        | means the date upon which the Habitat Creation and Enhancement Works have commenced                                                                                                                                                                                                                                |
| BNG Completion Date          | means the date on which the Habitat Creation and Enhancement Works are completed as notified by the Owner to the Council in accordance with Schedule 7                                                                                                                                                             |
| BNG Expiry Date              | means a date which is the expiration of 30 years following the BNG Completion Date                                                                                                                                                                                                                                 |
| BNG Objective                | means the objective of achieving a minimum 10% uplift in biodiversity value on the Site and off-site measured against the pre-development biodiversity value of the Site as set out in Schedule 7A of the 1990 Act                                                                                                 |
| Biodiversity Metric          | means the statutory biodiversity accounting tool published by Department for Environment Food and Rural Affairs or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain |
| Biodiversity Unit(s)         | means the quantum of biodiversity as measured by the Biodiversity Metric                                                                                                                                                                                                                                           |
| Car Club                     | means a club operated by a car club operator that is accredited by CoMoUK or its successor or an equivalent organisation which residents of the Development and other residents in the area may join and which makes vehicles available to its members to hire                                                     |
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| Car Club Space                            | means the car parking space shaded pink on Plan 3 or such other location agreed between the Council and the Developer                                                                                                                                                                                                                                                                                                               |
| Carbon Dioxide Emissions Reduction Target | means achieving reductions (to regulated carbon dioxide emissions) of 100% (one hundred per cent) in respect of the Residential Units beyond the carbon dioxide improvements baseline contained within Part L of the Building Regulations 2021                                                                                                                                                                                      |
| Carbon Offset Contribution                | means the sum (if any) to be paid by the Developer to mitigate any shortfall in meeting the Carbon Dioxide Emissions Reduction Target calculated in accordance with the amount of carbon actually produced as stated in the relevant Updated Energy Assessment calculated at £95.00 (Ninety Five Pounds Sterling) per tonne of carbon dioxide below the Carbon Dioxide Emissions Reduction Target for a period of thirty (30) years |
| Carbon Offset Monitoring Fee              | means the sum which is 5% of the Carbon Offset Contribution (if payable)                                                                                                                                                                                                                                                                                                                                                            |
| Care Leaver Accommodation                 | means specialist accommodation for young people who are transitioning out of the care system in the Council's administrative area                                                                                                                                                                                                                                                                                                   |
| Care Leaver Accommodation Provider        | means a provider of the Care Leaver Accommodation as approved by the Council                                                                                                                                                                                                                                                                                                                                                        |
| Care Leaver Accommodation Units           | means the 22 units of Care Leaver Accommodation which shall be provided at the Site within the Development (and "Care Leaver Accommodation Unit" shall be construed accordingly)                                                                                                                                                                                                                                                    |
| Charge                                    | means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units in favour of the Chargee                                                                                                                                                                                                                                                                              |
| Chargee                                   | means any mortgagee or chargee of the Site or any part thereof or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its                                                                                                                                           |

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|                        | security or any administrator (howsoever appointed) including a housing administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Commenced              | means the carrying out of a material operation in accordance with Section 56 of the 1990 Act and "Commence" and "Commencement" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Confirmatory Deed      | means a confirmatory deed pursuant to Section 106 of the 1990 Act and all other relevant powers substantially in the form as attached Appendix 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Contributions          | means: <ul style="list-style-type: none"> <li>(a) the Carbon Offset Contribution (if payable); and</li> <li>(b) the Skills Training Contribution (if payable)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Date of Deemed Service | means, in each instance where a Chargee has served a Default Notice under paragraph [2.1.1 of Part I of Schedule 3]: <ul style="list-style-type: none"> <li>(a) in the case of service by delivery by hand of the Default Notice to the Council, the date on which the Default Notice is so delivered; or</li> <li>(b) in the case of service by using first class registered post to the Council, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)</li> </ul> |
| Deed                   | means this deed of agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Default Notice         | means a notice in writing served on the Council by the Chargee under paragraph 2.1.1 of Part I of Schedule 3 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| Development                            | means the redevelopment of the site and the erection of four residential blocks to provide 138 affordable housing units to include landscaping works, car parking, cycle parking, plant and associated works in accordance with the Redevelopment Planning Permission                                                                  |
| Development Agreement                  | means the agreement dated 27 April 2018 and varied on 11 December 2020 between the Developer and the Council                                                                                                                                                                                                                           |
| Education Commitments Plan             | a plan which shall include skills training for residents who reside in the Council's administrative area or within neighbouring boroughs                                                                                                                                                                                               |
| External Energy Consultant             | means a consultant appointed by the Council specialising in matters relating to energy efficiency and related services                                                                                                                                                                                                                 |
| GLA                                    | means the Greater London Authority or any successor in statutory function                                                                                                                                                                                                                                                              |
| Habitat Creation and Enhancement Works | means the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan)                                                                                                                     |
| Habitat Management and Monitoring Plan | means a document to be approved by the Council which contains written narrative and spatial mapping details for Biodiversity Net Gain relating to Habitat Creation and Enhancement Works including a non-technical summary, management measures for 30 years and monitoring requirements of the Habitat Creation and Enhancement Works |
| Highways Agreement                     | means an agreement entered into between the Developer and the Council (or TfL as applicable) pursuant to Section 38 and/or Section 278 of the 1980 Act in relation to the Highway Works and "Highways Agreements" shall be construed accordingly                                                                                       |
| Highway Works                          | means the highway improvement works required as a result of the Development to include but not limited to (a) changes to on street parking and (b) installation of dropped kerbs to provide vehicular crossover points                                                                                                                 |

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|                           | over footways and to be carried out in accordance with one or more Highways Agreements and as may be amended by written agreement between the Developer and the Council from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Household                 | means, in relation to a person "A", A and all other persons who would share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Housing Allocation Policy | means the Council's housing allocation policy, as may be updated from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Implementation            | <p>means works to Commence the Development or any part thereof by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act provided that the following works shall not be regarded as material operations for the purposes of this Deed:-</p> <ul style="list-style-type: none"> <li>a) the erection of boundary structures, fencing and/or hoardings or other site security measures or safety measures</li> <li>b) diversion and laying of services</li> <li>c) site and ground investigations and/or surveys</li> <li>d) site clearance, preparation and levelling, ground earthworks including surcharging, cut and fill</li> <li>e) archaeological investigations or works</li> <li>f) ecological, landscaping and/or noise attenuation works</li> <li>g) construction of temporary highway accesses</li> <li>h) remedial treatment of areas of contaminated land</li> <li>i) levelling and/or regrading of land in preparation for use or development</li> </ul> |

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|                                              | and "Implement' and "Implemented" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Index Linked                                 | means index linking of the Contributions specified in this Deed to be increased from the date of this Deed to the date the payment is due under this Deed by reference to the BCIS Index PROVIDED THAT if the BCIS index ceases to be compiled and published the said formula shall be applied mutatis mutandis (so far as it concerns periods after the BCIS Index has ceased to be compiled and published) by reference to such other index or publication as may be agreed from time to time by the Developer and the Council |
| Intention Notice                             | means a notice in writing served on the Chargee by the Council under paragraph 2.2 of Schedule 3 that the Council is minded to purchase the relevant Affordable Housing Unit(s)                                                                                                                                                                                                                                                                                                                                                  |
| Interest                                     | means the rate of interest being 3% (three per cent) above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis                                                                                                                                                                                                                                                                                                                                                      |
| Local Resident Training and Recruitment Plan | a plan which shall include targets for the recruitment of residents who reside within the Council's administrative area or within neighbouring boroughs                                                                                                                                                                                                                                                                                                                                                                          |
| Local Suppliers                              | suppliers based in the Council's administrative area or within neighbouring boroughs                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| London Plan                                  | means the London Plan published in March 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| London Plan Annual Monitoring Report         | means the "London Plan Annual Monitoring Report 19 2021/2022" published in May 2024 by the Mayor of London or any updated or replacement report                                                                                                                                                                                                                                                                                                                                                                                  |
| Mayor's Affordable Housing and Viability SPG | means the "Affordable Housing and Viability Supplementary Planning Guidance" published by the Mayor of London in August 2017                                                                                                                                                                                                                                                                                                                                                                                                     |
| Mayor's Funding Guidance                     | means the Homes for Londoners: Affordable Homes Programme 2021 – 2026 Funding Guidance published by the Mayor of                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|                           | London on 24 November 2020 or any updated or replacement guidance                                                                                                                                                                                         |
| Monitoring Fee            | means the sum of £11,230 payable by the Developer to the Council and to be used by the Council following receipt for the monitoring of the obligations and covenants in this Deed                                                                         |
| Monitoring Report Date(s) | means each anniversary of the BNG Commencement Date for the first five (5) years and then every five (5) years thereafter until the thirtieth (30th) anniversary or such other dates as are agreed between the Council and the Developer                  |
| Moratorium Period         | means, in each instance where a Chargee has served a Default notice under paragraph 2.1.1 of Schedule 3 the period from (and including) the Date of Deemed Service (or such longer period as may be agreed in writing between the Chargee and the Council |
| Natural England           | means the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England                                                                                                        |
| Nominations Agreement     | means the nominations agreement that may be entered into in accordance with paragraph [ ] of Schedule 3 and/or paragraph [ ] of Schedule 4 in a form to be agreed with the Council                                                                        |
| Occupation                | means occupation for any use for which a Residential Unit was designed other than occupation for the purpose of construction, fitting out, security, marketing or repair and "Occupy" or "Occupied" shall be construed accordingly                        |
| Option                    | means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph [2.3] of Schedule 2 for the purchase of the Affordable Housing Units                                             |
| Parties                   | means the Council and the Developer and "Party" shall be construed accordingly                                                                                                                                                                            |

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| Plan 1                                       | means plan with drawing reference CHIPP-HBA-ZZ-ZZ-DR-A-010100 Rev P01                                                                                                                                                                                                                                                                                                                                                               |
| Plan 2                                       | means plan with drawing reference CHIPP-HBA-ZZ-XX-DR-A-000101                                                                                                                                                                                                                                                                                                                                                                       |
| Plan 3                                       | means plan with drawing reference 70108580-SK-TP-0003 Rev P04                                                                                                                                                                                                                                                                                                                                                                       |
| Practical Completion                         | means the issue of a certificate in accordance with a works or building contract certifying that practical completion has taken place in respect of the construction of a unit or where relevant of the Development pursuant to the Planning Permission and "Practically Complete" and "Practically Completed" shall be construed accordingly                                                                                       |
| Public House Demolition                      | means the demolition of all existing buildings and structures on the Public House Land in accordance with the Public House Demolition Planning Permission                                                                                                                                                                                                                                                                           |
| Public House Demolition Application          | means the planning application (reference number P1274.23) received by the Council on 16 August 2023 seeking full planning permission to carry out the Public House Demolition on the Public House Land                                                                                                                                                                                                                             |
| Public House Demolition Planning Permission  | means the planning permission to be granted pursuant to the Public House Demolition Application substantially in the form attached in Schedule 2                                                                                                                                                                                                                                                                                    |
| Public House Land                            | means the land shown edged red on Plan 2                                                                                                                                                                                                                                                                                                                                                                                            |
| Public House Meanwhile Re-provision Strategy | means a strategy in relation to temporary re-provision of a public house which shall include: <ul style="list-style-type: none"> <li>• prospective locations within 300 metres of the Public House Land for the re-provision of a public house on a meanwhile basis; and</li> <li>• details of the proposed delivery, planning and marketing strategy for delivery of the re-provided public house on a meanwhile basis,</li> </ul> |
| Public House Permanent Re-provision Strategy | means a strategy in relation to re-provision of a public house which shall include:                                                                                                                                                                                                                                                                                                                                                 |

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|                                    | <ul style="list-style-type: none"> <li>• timescale and location for the re-provision of a public house on a permanent basis on land to be developed pursuant to planning application reference P0421.25 to replace the loss of the Alderman public house; and</li> <li>• details of the proposed delivery, planning and marketing strategy for re-provision of a public house on a permanent basis subject to the grant of consent for application reference P0421.25 and PROVIDED THAT the strategy shall not require more than a reasonable endeavours requirement for the Developer to enter into an agreement with a public house operator; or</li> <li>• any alternative locations for the re-provision of floorspace for use as a public house where application reference P0421.25 is not granted consent</li> </ul>                                                                                            |
| Reasonable Endeavours              | means that it is agreed by the Parties hereto that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect in the case of the Developer, of a competent developer in the context of the Development or the Public House Demolition (as relevant) and in the case of the Council of a competent local planning authority acting reasonably in the context of its statutory functions |
| Redevelopment Planning Application | means the planning application (reference number PI150.24) received by the Council on 20 August 2024 seeking full planning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                   | permission to carry out the Development on the Site                                                                                                                                                                                                                                                                                                                  |
| Redevelopment Planning Permission | means the planning permission to be granted pursuant to the Redevelopment Planning Application substantially in the form attached in Schedule I                                                                                                                                                                                                                      |
| Rent Guidance                     | means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2020 issued in March 2024 or such other replacement guidance or direction or legislation                                                                                                                                                                                       |
| Rent Standard                     | means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard guidance published by The Department for Levelling Up, Housing and Communities in April 2020 or such other replacement guidance or direction or legislation |
| Residential Units                 | means the 138 units of residential accommodation to be provided as part of the Development comprising the Affordable Housing Units and the Care Leaver Accommodation Units and "Residential Unit" will be construed accordingly                                                                                                                                      |
| Service Charge                    | means all amounts payable by a tenant or owner (as appropriate) of the relevant Residential Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Residential Unit                                                         |
| Site                              | means the land shown edged red on Plan I                                                                                                                                                                                                                                                                                                                             |
| Skills Training Contribution      | <p>means a contribution which, if payable, shall be calculated according to the following formula:</p> $(A-B) \times C = D$ <p>Where:</p> <p>A is the total number of Skills Training Roles</p>                                                                                                                                                                      |

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|                                | <p>B is the number of Skills Training Roles taken up by residents within the Council's administrative area</p> <p>C is £3,526</p> <p>D is the Skills Training Contribution</p>                                                                                                                                                                                             |
| Skills Training Monitoring Fee | means the sum which is 5% of the Skills Training Contribution (if payable)                                                                                                                                                                                                                                                                                                 |
| Skills Training Roles          | means the 5 apprenticeship positions to be provided during the construction of the Development                                                                                                                                                                                                                                                                             |
| Social Rented Housing          | means rented housing owned or let by an Affordable Housing Provider at Target Rents to Households on low income who meet the relevant local criteria and are allocated a Social Rented Housing Unit in accordance with need based on the Council's Housing Allocation Policy                                                                                               |
| Social Rented Housing Units    | <p>means the Residential Units to be provided within the Development as Social Rented Housing with maximum weekly rent levels of</p> <p>£115.97 for 1-bed units</p> <p>£137.72 for 2-bed units</p> <p>£152.65 for 3-bed units</p> <p>(exclusive of Service Charge) subject to indexation at CPI + 1% and "Social Rented Housing Unit" shall be interpreted accordingly</p> |
| Target Rents                   | means rents for Social Rented Housing in accordance with the Rent Guidance and subject to the limit on rent charges and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time                                                                                                                           |
| Travel Plan                    | means a travel plan to be submitted by the Developer for the Residential Units and which will specify measures to promote sustainable transport for the Development in accordance with Schedule 6 of this Deed                                                                                                                                                             |

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| Travel Plan Co-Ordinator   | means a reputable person or company with not less than five (5) years' experience of carrying out travel plan monitoring                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Travel Plan Monitoring Fee | means the sum of £5,000 (five thousand pounds) to be paid by the Developer to the Council for the purpose of monitoring and review of the Travel Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Updated Energy Assessment  | <p>means an update to the Energy Assessment to demonstrate how the Carbon Dioxide Emissions Reduction Target is to be met within the framework of the Energy Hierarchy (as defined in the London Plan) which:-</p> <p>(a) includes a calculation of the actual energy demand of the Development and its regulated carbon dioxide emissions to the baseline contained within Part L of the Building Regulations 2021 at each stage of the Energy Hierarchy; and</p> <p>(b) provides independent justification in support of any conclusion that it is not technically feasible or economically viable to achieve the Carbon Dioxide Emissions Reduction Target</p> |
| Working Days               | means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and "Working Day" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## 2. **INTERPRETATION**

### 2.1 In this Deed:

- 2.1.1 References to Clauses, Schedules, paragraphs, plans, drawings are unless otherwise stated references to Clauses and Schedules to this Deed and headings to Clauses of this Deed do not affect the interpretation or construction of this Deed;
- 2.1.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 2.1.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;

- 2.1.4 references to the "Developer" or the "Council" shall include the successor in title of that Party and in the case of the Council shall also include any successor to its statutory functions and covenants restrictions obligations;
- 2.1.5 any covenant not to do any actor thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any actor thing includes an obligation to procure the doing of that actor thing by another person;
- 2.1.6 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by the Developer or the Council under the terms of this Deed that agreement, approval, consent, confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 2.1.7 the planning obligations herein shall, subject to Clause 9.2, be enforceable by the Council against the Parties and their respective successors and assigns as if those persons had been the original covenanting Party in the respect of that interest for the time being held by them;
- 2.1.8 where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several.

### 3. **STATUTORY AUTHORITY**

#### 3.1 This Deed is made pursuant to:

- 3.1.1 Section 106 of the 1990 Act;
- 3.1.2 Section 111 of the Local Government Act 1972;
- 3.1.3 Section 1 of the Localism Act 2011;
- 3.1.4 Section 16 of the Greater London Council (General Powers) Act 1974;
- 3.1.5 and all other enabling powers,

with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site (which includes the Public House Land) and shall be enforceable as such by the Council.

#### 3.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the 1990 Act.

#### 3.3 The planning obligations within this Deed are compliant with regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (the "CIL Regulations"). For the avoidance of doubt, any obligation that is payable under both this Deed and the CIL Regulations is payable first to the Council pursuant to the CIL Regulations and any duty under this Deed is discharged.

### 4. **CONFIRMATORY DEED**

#### 4.1 Prior to disposing of any legal interest in the Site and/or the Development Agreement is terminated, Havering shall procure that the person or party who is to receive an interest in

the Site completes a Confirmatory Deed so as to bind such land to the planning obligations contained within this Deed.

## **5. CONDITIONATITY AND LEGAL EFFECT**

5.1 Save in respect of Clauses [1-4], this Clause 5, Clauses [7-20] and Clause 6.2, paragraphs 3.1.1 of Schedule 6 and 1.1 of Schedule 7 which shall take effect on Commencement, the obligations in this Deed are conditional upon:

5.1.1 in respect of Schedules [3-8], the grant and Implementation of the Redevelopment Planning Permission; and

5.1.2 in respect of Schedule [9], the grant and Commencement of the Public House Demolition Planning Permission.

5.2 Schedules [3-8] shall bind the Site.

5.3 Schedule [9] shall bind the Public House Land only.

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

5.4.1 the obligations in this Deed shall relate to and bind any subsequent planning permissions) in respect of the Site and the Public House Land granted pursuant to Section 73 of the 1990 Act and the Site and the Public House Land itself (as applicable); and

5.4.2 the definitions of Redevelopment Planning Application, Public House Demolition Application, Development, Public House Demolition, Redevelopment Planning Permission and Public House Demolition Planning Permission in this Deed 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

5.4.3 this Deed 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 and/or Public House Land] 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 Deed 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.

## **6. THE DEVELOPER'S OBLIGATIONS**

6.1 The Developer covenants with the Council to perform and observe its obligations set out in Schedules 3 to 9 of this Deed.

6.2 The Developer covenants:

- 6.2.1 unless otherwise agreed by the Council not to Commence the Development on the Public House Land or Commence the Public House Demolition 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;
- 6.2.2 unless otherwise agreed by the Council having regard to the enforceability of the obligations in this Deed, not to revoke or withdraw any notices served upon any Tenant pursuant to clause 6.2.1.

6.3 In the event that having used reasonable endeavours the Developer cannot comply with clause 6.2.1 above, unless otherwise agreed by the Council, the Developer shall not Commence the Development on the Public House Land or Commence the Public House Demolition unless it has procured that every Tenant with an extant legal interest in land within the Site enters into an agreement (*mutatis mutandis*) as this Deed for the purpose of further securing that the obligations in Deed are binding and enforceable against each and every Tenant with an extant legal interest in the Site or any part thereof.

7. **COUNCIL'S DISCRETION AND OBLIGATIONS**

- 7.1 Nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the Development and the Public House Demolition and any other subject matter of this Deed as if this Deed had not been executed by the Council.
- 7.2 The Council shall as soon as is reasonably practicable from the date hereof grant the Redevelopment Planning Permission and the Public House Demolition Planning Permission.
- 7.3 The Council covenants with the Developer to comply with, perform and observe its obligations set out in Schedule 10 of this Deed.

8. **INDEXATION AND INTEREST ON CONTRIBUTIONS**

- 8.1 The Contributions payable under this Deed shall be Index Linked.
- 8.2 Where any payment due under this Deed is paid late, Interest will be payable on the sum in question from the date payment is due until the date of payment.

9. **LIABILITY AND ENFORCEMENT**

- 9.1 Without prejudice to the Council's statutory rights of access of entry the Developer shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Site and/or the Public House Land at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Developer (or its contractors).
- 9.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site and/or the Public House Land (or part of the Site and/or the Public House Land in respect of which such breach

occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.3 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:-

9.3.1 individual purchasers lessees and/or occupiers of Residential Units constructed on the Site and the Public House Land pursuant to the Redevelopment Planning Permission or their mortgagees;

9.3.2 any statutory undertaker or other person who acquires any part of the Site and/or the Public House Land or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or drainage in connection with the Development of the Site and/or the Public House Land;

9.3.3 any Chargee as set out in paragraph 2.3 of Part I of Schedule [3].

## 10. **REGISTRATION AND DISCHARGE**

10.1 The Developer acknowledges that this Deed shall be registrable as a local land charge by the Council.

10.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall cancel all entries made in the Register of Local Land Charges in respect of this Deed.

## 11. **LAPSE, REVOCATION OR QUASHING**

11.1 If the Redevelopment Planning Permission is quashed following a judicial review or expires before the Development has Commenced or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Developer, this Deed shall cease to have effect and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.

11.2 If the Public House Demolition Planning Permission is quashed following a judicial review or expires before the Public House Development has Commenced or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Developer, this Deed shall cease to have effect and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.

11.3 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.

11.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site and the Public House Land in accordance with a planning permission (other than the Planning Permission and the Public House Demolition Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

## 12. **NOTICES**

12.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post and by email.

- 12.2 The address for service of any such notice, consent or approval shall be in the case of service upon the:-
- 12.2.1 Council: Assistant Director of Planning, London Borough of layering Planning Service, Town Hall, Main Road, Romford Romford RM1 3BD and by email to [planning@havering.gov.uk](mailto:planning@havering.gov.uk);
- 12.2.2 Havering: Director of Strategic Property Department, the Town Hall, Main Road, Romford, RM1 3BD;
- 12.2.3 Developer: to the company address as follows:-
- The Company Secretary, Havering and Wates Regeneration LLP, Wates House, Station Approach, Leatherhead, United Kingdom, KT22 7SW
- or such other address as shall have been previously notified to the Council.
- 12.3 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:-
- 12.3.1 if personally delivered, at the time of delivery and if posted by recorded delivery at the time when it would be received in the ordinary course of business;
- 12.3.2 to prove such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope; and
- 12.3.3 if by email, by notification of a delivery receipt for such email to the correct email address as previously notified between the Parties.
- 12.4 Any notice served pursuant to this Deed, shall cite the number and the Clause of the Deed to which it relates and in case of the notice to the Council the planning reference number for the Development and/or the Public House Demolition (as applicable).
- 12.5 The Developer shall serve notice on the Council of the following dates and/or events:-
- 12.5.1 Commencement;
- 12.5.2 Implementation;
- 12.5.3 Practical Completion; and
- 12.5.4 first Occupation.

### 13. **DISPUTE RESOLUTION**

- 13.1 Subject to Clause 13.2 below in the event of any dispute or difference arising between the Parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert (the "Expert")

and shall receive representations from the Parties in dispute and his decision shall be final and binding on the Parties to the dispute or difference (except in the case of manifest error or fraud) and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).

- 13.2 In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to Clause 13.1 above or as to the appropriate professional body within 10 Working Days after any Party has given notice to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 13.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any Party to the dispute or difference and such solicitor shall act as an expert (the "Expert") and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).

14. **FEES**

- 14.1 The Developer shall pay to the Council on or before completion of this Deed the reasonable legal fees and disbursements of the Council incurred in connection with the negotiation, preparation and completion of this Deed and the Monitoring Fee.
- 14.2 The Developer shall pay to the Council on or before Implementation the Travel Plan Monitoring Fee.
- 14.3 The Developer shall within 14 Working Days of receipt of an invoice pay to the Council the costs of the External Energy Consultant.

15. **VAT**

All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of Value Added Tax ("VAT") properly payable in respect thereof PROVIDED THAT if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Developer will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Deed.

16. **WAIVER**

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

17. **MORTGAGEE IN POSSESSION**

The Parties agree that any mortgagee or chargee who from time to time shall have the benefit of a charge or mortgage over or registered against any part or parts of the Site shall have no liability under this Deed unless and until it becomes mortgagee in possession of the Site or part of the Site (the "Relevant Part") in which case it too will be bound by the obligations of the Developer under this Deed that relate to that Relevant Part from the date it becomes mortgagee in possession of that Relevant Part to the date which is the earlier of (i) the date the mortgagee or charge disposes of its interest in that Relevant Part and (ii) the date it is no longer mortgagee in possession of that Relevant Part PROVIDED THAT there shall be no liability for breaches arising prior to its becoming a mortgagee in possession of the Site regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the Site.

18. **THIRD PARTIES**

This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

19. **JURISDICTION**

This Deed is governed by and construed and interpreted in accordance with the laws of England.

20. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**EXECUTED AS A DEED** by the Parties on the date which first appears in this Deed.

**SCHEDULE I**  
**DRAFT REDEVELOPMENT PLANNING PERMISSION**

# DRAFT

LONDON BOROUGH OF HAVERING

TOWN AND COUNTRY PLANNING ACT 1990

**AGENT**

Miss Caoilfhionn Mc Monagle  
65 Gresham Street  
London  
EC2V 7NQ

**APPLICANT**

c/o agent  
Land bounded by Chippenham  
Road, Kings Lynn Drive, Dartfield  
Harold Hill  
Romford  
RM3 8HX

**APPLICATION NO: P1150.24**

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

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**Proposal:** Redevelopment of the site and the erection of four residential blocks to provide 138 affordable housing units to include landscaping works, car parking, cycle parking, plant and associated works.  
Addit infor re daylight/sunlight

**Location:** Land bound by Chippenham Road, Kings Lynn Drive & Dartfield  
Romford

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

CHIPP-HBA-A2-XX-DR-A-080260 Rev P01 - Block A2 North Elevation

CHIPP-HBA-A2-XX-DR-A-080261 Rev P01 - Block A2 South Elevation

CHIPP-HBA-A2-XX-DR-A-080262 Rev P01 - Block A2 East Elevation

CHIPP-HBA-A2-XX-DR-A-080263 Rev P01 - Block A2 West Elevation

CHIPP-HBA-B1-00-DR-A-080170 Rev P01 - Block B1 Ground Floor Plan

CHIPP-HBA-B1-01-DR-A-080171 Rev P01 - Block B1 First Floor Plan

CHIPP-HBA-B1-02-DR-A-080172 Rev P01 - Block B1 Second Floor Plan

CHIPP-HBA-B1-03-DR-A-080173 Rev P01 - Block B1 Third Floor Plan

CHIPP-HBA-B1-04-DR-A-080174 Rev P01 - Block B1 Fourth Floor Plan

CHIPP-HBA-B1-05-DR-A-080175 Rev P01 - Block B1 Fifth Floor Plan

CHIPP-HBA-B2-RF-DR-A-080184 Rev P01 - Block B2 Roof Plan

CHIPP-HBA-B2-XX-DR-A-080280 Rev P01 - Block B2 North Elevation

CHIPP-HBA-B2-XX-DR-A-080281 Rev P01 - Block B2 South Elevation

CHIPP-HBA-B2-XX-DR-A-080282 Rev P01 - Block B2 East Elevation

CHIPP-HBA-B2-XX-DR-A-080283 Rev P01 - Block B2 West Elevation

2347-EXA-ZZ-ZZ-DR-L-00100 Rev P02 - Landscape General Arrangement

2347-EXA-ZZ-ZZ-DR-L-00101 Rev P02 - Landscape General Arrangement Site A

2347-EXA-ZZ-ZZ-DR-L-00102 Rev P02 - Landscape General Arrangement Site B

2347-EXA-ZZ-ZZ-DR-L-00200 Rev P02 - Planting Schedule

2347-EXA-ZZ-ZZ-DR-L-00201 Rev P02 - Planting Plan Site A

CHIPP-HBA-ZZ-ZZ-DR-A-010101 Rev P01 - Existing Block Plan

CHIPP-HBA-ZZ-ZZ-DR-A-080115 Rev P01 - Site Plan

CHIPP-HBA-A1-00-DR-A-080150 Rev P01 - Block A1 Ground Floor Plan

CHIPP-HBA-A1-00-DR-A-080151 Rev P01 - Block A1 First Ground Floor Plan

CHIPP-HBA-A1-00-DR-A-080152 Rev P01 - Block A1 Second Ground Floor Plan

CHIPP-HBA-A1-00-DR-A-080153 Rev P01 - Block A1 Third Floor Plan

CHIPP-HBA-A1-00-DR-A-080154 Rev P01 - Block A1 Fourth Floor Plan

CHIPP-HBA-A1-00-DR-A-080155 Rev P01 - Block A1 Fifth Floor Plan

CHIPP-HBA-A1-00-DR-A-080156 Rev P01 - Block A1 Roof Plan

CHIPP-HBA-A1-XX-DR-A-080250 Rev P01- Block A1 North Elevation

CHIPP-HBA-A1-XX-DR-A-080251 Rev P01 - Block A1 South Elevation

CHIPP-HBA-A1-XX-DR-A-080252 Rev P01 - Block A1 East Elevation

CHIPP-HBA-A1-XX-DR-A-080253 Rev P01 - Block A1 West Elevation

CHIPP-HBA-A2-LG-DR-A-080159 Rev P01 - Block A2 Lower Ground Floor Plan

CHIPP-HBA-A2-00-DR-A-080160 Rev P01 - Block A2 Ground Floor Plan

CHIPP-HBA-A2-01-DR-A-080161 Rev P01 - Block A2 First Floor Plan

CHIPP-HBA-A2-03-DR-A-080162 Rev P01 - Block A2 Second Floor Plan

CHIPP-HBA-A2-04-DR-A-080163 Rev P01 - Block A2 Third Floor Plan

CHIPP-HBA-A2-RF-DR-A-080164 Rev P01 - Block A2 Roof Plan

CHIPP-HBA-A2-XX-DR-A-080260 Rev P01 - Block A2 North Elevation

CHIPP-HBA-B1-RF-DR-A-080176 Rev P01 - Block B1 Roof Plan

CHIPP-HBA-B1-XX-DR-A-080270 Rev P01 - Block B1 North Elevation

CHIPP-HBA-B1-XX-DR-A-080271 Rev P01 - Block B1 South Elevation

CHIPP-HBA-B1-XX-DR-A-080272 Rev P01 - Block B1 East Elevation

CHIPP-HBA-B1-XX-DR-A-080273 Rev P01 - Block B1 West Elevation

CHIPP-HBA-B2-LG-DR-A-080179 Rev P01 - Block B2 Lower Ground Floor Plan

CHIPP-HBA-B2-00-DR-A-080180 Rev P01 - Block B2 Ground Floor Plan

CHIPP-HBA-B2-01-DR-A-080181 Rev P01 - Block B2 First Floor Plan

CHIPP-HBA-B2-02-DR-A-080182 Rev P01 - Block B2 Second Floor Plan

CHIPP-HBA-B2-03-DR-A-080183 Rev P01 - Block B2 Third Floor Plan

2347-EXA-ZZ-ZZ-DR-L-00202 Rev P02 - Planting Plan Site B

Air Quality Assessment (report No. J10/15257B/10/1/F3)

Arboricultural Report & Impact Assessment & Method Statement (Ref: 010932)

Bat Survey Report February 2025 (Ref: 552495JB24OCT24FV02\_Bats.docx)

Biodiversity Net Gain Assessment (Ref: 552495JB01JUL24FV01\_BNG.docx)

Car and Cycle Parking Management Plan (Ref: 70108580) - Dated July 2024

Daylight and Sunlight Effects Report Ver 1.0 (Job No. 23545)

Delivery and Servicing Plan (Project No. 70108580) July 2024

Design & Access Statement P01 (Ref: CHIPP-HBA-XX-XX-RP-A-080000)

Ecological Appraisal February 2025 (Ref: 552495JB24OCT23FV03\_EA\_Chip.docx)

Energy Assessment Report Issue P5

External Building Fabric Assessment Rev 2 (Ref: 12965.RP01.EBF.2)

Flood Risk Assessment Rev C (Ref: 3630.02-EVE-XX-XX-T-C-0150)

Health Impact Assessment

London Plan Fire Statement Rev R02 Project Number: MA23199

Planning Statement September 2024

Statement of Community Involvement July 2024

SuDS Strategy Rev D (Ref: 3630.02-EVE-XX-XX-T-C-0160)

Sustainable Design and Construction Statement Issue P3

Townscape & Visual Impact Assessment August 2024

Transport Assessment Addendum Rev 1 (Project No. 70108580) Feb 2025

Transport Assessment Rev 1 (Project No. 70108580) August 2024

Travel Plan (Project No. 70108580) July 2024

Urban Greening Factor Calculation Plan Æ?Âç?? Drg No. 2347-EXA-ZZ-ZZ-DR-L-00110 P01

Utility Constraints Report Issue P02

Waste Management Strategy Rev 02 (Project No. 70113108) August 2024

*Note to Applicants:*

*Please take the time to read the conditions stated below carefully. Some may require you to seek the Council's approval prior to works beginning on site. The approval process can take a further 8 weeks from the date of submission and you are advised to incorporate this into your timetable.*

*Please also check the informatives below to verify whether the scheme is liable for the Mayoral Community Infrastructure Levy. If the scheme is liable, **you are required to give notice of commencement in advance** so that a Demand Notice can be sent to you or any other person(s) that has/have assumed liability. The Levy is payable within 60 days of commencement. **If you are intending to claim self-build, social housing or charitable exemption, you must do this before development commences otherwise any exemption request will be disqualified.***

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

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

- 2 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans and documents (as set out on page one of this decision notice).

REASON: For the avoidance of doubt and in the interests of proper planning and to ensure the development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the Development.

- 3 No development for Block A or Block B shall commence until a Construction Environmental Management Plan (CEMP) and a Site Waste Management Plan (SWMP) have been submitted to and approved in writing by the Local Planning Authority. These plans shall incorporate details of:

- a) the site manager, including contact details (phone, email, postal address) and the location of a large notice board on the site that clearly identifies these details and a 'Considerate Constructors' contact telephone number;
- b) Construction traffic management and Construction Logistics Plan (CLP);
- c) The parking of vehicles of site operatives and visitors;
- d) Loading and unloading of plant and materials;
- e) Storage of plant and materials used in constructing the development;
- f) The erection and maintenance of security hoarding(s) including decorative displays and facilities for public viewing, where appropriate;
- g) Wheel washing facilities;
- h) A detailed Dust Management Plan, including a Dust Monitoring Scheme, setting out dust and emissions control measures to be employed on site, in accordance with the Greater London Authority 'Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (SPG) dated July 2014;
- i) A scheme for recycling/disposing of waste resulting from demolition and construction works;
- j) The use of efficient construction materials;
- k) Methods to minimise waste, to encourage re-use, recovery and recycling, and sourcing of materials; and a nominated Developer/Resident Liaison Representative with an address and contact telephone number to be circulated to those residents consulted on the application by the developer's representatives. This person will act as first point of contact for residents who have any problems or questions related to the ongoing development.
- l) Demolition and construction work and associated activities are to be carried out in accordance with the recommendations contained within British Standard 5228:2009, "Code of practice for noise and vibration control on construction and open sites" Parts 1 and 2;
- m) The management measures and works to mitigate the impact of the construction works and associated activity and vehicle movement upon the operations of the bus interchange.
- n) Times of site arrival/opening, construction works and deliveries
- o) Measures to prohibit the burning of waste on the site at any time.

The CEMP and SWMP shall be implemented for the entire period of the works at the site, to the satisfaction of the relevant Local Planning Authority.

REASON: The CEMP and SWMP are required in order to minimise the impact of the construction phase on the environment, the highway, bus operations and on the amenities of neighbouring residents.

- 4 No development for Block A or Block B shall commence until a construction environmental management plan (CEMP: Biodiversity) has been submitted to and approved in writing by the local planning authority for the relevant block.

The CEMP (Biodiversity) shall include the following.

- \* Risk assessment of potentially damaging construction activities.
- \* Identification of "biodiversity protection zones".
- \* Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- \* The location and timing of sensitive works to avoid harm to biodiversity features.
- \* The times during construction when specialist ecologists need to be present on site to oversee works.
- \* Responsible persons and lines of communication.
- \* The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- \* Use of protective fences, exclusion barriers and warning signs.
- \* Containment, control and removal of any Invasive non-native species present on site
- \* Wildlife sensitive lighting during the construction phase.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

REASON: To conserve protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

- 5 If significant on-site enhancements are included within the approved Biodiversity Gain Plan, a Habitat Management and Monitoring Plan (HMMP), prepared in accordance with the approved Biodiversity Gain Plan, shall be submitted to, and approved in writing by the local authority, prior to commencement of development, including:

- \* the roles and responsibilities of the people or organisation(s) delivering the HMMP;
- \* the planned habitat creation and enhancement works to create or improve habitat to achieve the on-site significant enhancements in accordance with the approved Biodiversity Gain Plan;
- \* the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development;
- \* the monitoring methodology in respect of the created or enhanced habitat to be submitted to the local planning authority; and
- \* details of the content of monitoring reports to be submitted to the LPA including details of adaptive management which will be undertaken to ensure the aims and objectives of the Biodiversity Gain Plan are achieved.

Notice in writing shall be given to the Council when the:

- \* The initial enhancements, as set in the HMMP, have been implemented; and
- \* habitat creation and enhancement works, as set out in the HMMP, have been completed after 30 years.

The created and/or enhanced habitat specified in the approved HMMP shall be managed and maintained in accordance with the approved HMMP.

Monitoring reports shall be submitted in years 2, 5, 10, 15, 20, 25, and 30 to the Council, in accordance with the methodology specified in the approved HMMP.

REASON: To satisfy the requirement of Schedule 7A, Part 1, section 9(3) of the Town and Country Planning Act 1990 that significant on-site habitat is delivered, managed, and monitored for a period of at least 30 years from completion of development.

- 6 No impact piling shall take place on site for Block A or Block B until a piling method statement (detailing 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 and water 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 for the relevant block. Any piling within each phase 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 and water infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure.

- 7 Prior to the commencement of the development on Block A or Block B hereby approved, the developer or contractor must ensure: -
- a) They are signed up to the Non Road Mobile Machinery (NRMM) register.
  - b) The development site is entered onto the register alongside all the NRMM equipment details.
  - c) The register is kept up to date for the duration of the construction of development.
  - d) All NRMM used during the construction of the development that is within the scope of the Greater London Authority 'Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (SPG) dated July 2014, or any subsequent amendment or guidance, shall comply with the emission requirements therein.
  - e) An inventory of all NRMM is kept on-site stating the emission limits for all equipment and is available for inspection at all times during construction.

REASON: To reduce emissions from construction activities and comply with current NRMM emission standards, in accordance with the Greater London Authority 'Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (SPG) and any subsequent amendment or guidance.

- 8 No demolition of the public house or development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing. For land that is included within the WSI, no demolition of the public house or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s)

or organisation to undertake the agreed works.

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

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

B. Where appropriate, details of a programme for delivering related positive public benefits

C. details of an appropriate programme of public engagement including a timetable

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

REASON - This pre-commencement condition is necessary to safeguard the archaeological interest on this site and ensure the development remains acceptable with London Plan Policy HC1 and Havering Local Plan Policy 28.

- 9 No development, or works for Block A or Block B (save for site preparation or clearance), shall take place until a scheme to show the existing and proposed levels have been submitted to and approved in writing by the Local Planning Authority for the relevant block. The scheme shall show:

- \* Plans and cross sections of the existing and proposed ground levels across the site including the footways surrounding the boundary;
- \* Details of any proposed cut and fill of the external areas including any retaining walls and/or structures; and,
- \* The height of the ground floor slabs and damp proof course in relation to the existing and proposed ground level.

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

REASON: Insufficient information has been supplied with the application to judge the proposed site levels of the proposed development. Submission of a scheme prior to commencement will ensure that the development accords with Section 197 of the Town and Country Planning Act 1990.

- 10 No development for Block A or Block B shall commence until a detailed surface water drainage scheme for the site based on Sustainable Urban Drainage Systems (SuDS) and including a finalised drainage layout plan that details pipe levels, diameters, asset locations and long and cross sections of each SuDS element, has been submitted to and approved in writing by the

Local Planning Authority for the relevant block. The drainage strategy shall include:

- \* a restriction in run-off to greenfield discharge rates;
- \* details of surface water storage on site; and,
- \* measures to prevent water pollution.

The scheme shall subsequently be implemented in accordance with the approved details before the development is occupied.

REASON: SuDS must be identified prior to the commencement of development to prevent flooding, improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system.

- 11 Prior to above ground works for Block A or Block B full details of the electric vehicle charging points to be installed in the development shall be submitted to the Local Planning Authority and approved in writing for the relevant block. These details shall include provision for all approved parking spaces within the development to be provided with electric vehicle charging facilities. The development shall be implemented in full accordance with the approved details prior to first occupation and thereafter be maintained as such.

REASON: To promote sustainable transport modes, developments should be designed to enable charging of plug-in and other ultra-low emission vehicles", in accordance with paragraph 112 of the National Planning Policy Framework and Policy T6 of the London Plan.

- 12 Notwithstanding the approved drawings, prior to the first occupation of the development or Block A or Block B hereby approved a hard and soft landscaping scheme for the site shall be submitted to and approved in writing by the Local Planning Authority. Such a scheme shall include details of:

Soft landscaping:

- \* Existing site contours and details of any proposed alterations in existing ground levels
- \* All trees, hedgerows and any other vegetation on/overhanging the site to be retained;
- \* Details of all tree, hedge, shrub and other planting proposed as part of the scheme and all planting and substrates proposed for other soft landscaped structures, including proposed species, plant sizes (which should include a significant proportion of mature trees) and planting densities.
- \* Details of planting techniques, tree pit construction, staking and tying of trees including tree guards.
- \* Such planting shall be UK native unless satisfactory justification can be made to the Local Planning Authority.

Hard landscaping and furniture:

- \* Details of all proposed hard landscape works, including proposed levels, materials, any signage, furniture/sitting areas, samples and details of techniques to be used to provide conditions appropriate for new plantings;
- \* Design and specification of outdoor furniture, amenity structures and shelters
- \* Playspace design and play equipment

Management of the spaces:

- \* Drawing showing the extent of a Landscape Management Plan, coloured coded if under different sections of the Council
- \* Written specification detailing all operations and procedures for soft and hard landscaped areas including to demonstrate how the hard landscaping features will be repaired/replaced (as appropriate) and for protecting plants both during and after development has finished.
- \* Written procedure for inspection, upkeep and replacement of furniture (bins, benches and signage) and play equipment where installed.
- \* All operations and procedures for surface water drainage system; inspection of linear drains and swales, removal of unwanted vegetative material and litter.
- \* Maintenance task table which explains the maintenance duties across the site in both chronological and systematic order.

The duly approved landscaping scheme for the relevant block shall be carried out during the first planting season after the development is substantially completed and the areas which are landscaped shall be retained as landscaped areas thereafter. Any trees, hedges or shrubs removed, dying, being severely damaged or becoming seriously diseased within five years of planting shall be replaced by trees, hedges or shrubs of similar size and species to those originally required to be planted.

REASON: To ensure appropriate landscaping of the site in the interests of visual amenity, to enhance the character of the street scene and to provide biodiversity enhancements with details to ensure plant establishment and appropriate management is carried out to comply with Havering Local Plan Policy 27, 29 and 30.

- 13 Prior to the commencement of any development on site for Block A or Block B, including any excavation, or construction works, a Tree Retention and Reuse Scheme for Tree T17 shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include, but not be limited to:

- Details of Retention Measures - A plan identifying how the tree (or its parts) will be retained within the site, whether as outdoor play, furniture, standing deadwood, habitat logs, mulch, or other appropriate ecological or landscape features.
- Biodiversity Enhancement Proposals - Justification and details on how the retained tree material will contribute to biodiversity, such as through habitat creation for invertebrates, birds, or fungi.
- Implementation and Management Plan - A schedule for how and when the tree will be felled, processed, and retained, along with ongoing management responsibilities for its retained elements.
- Supervision and Monitoring - Confirmation of compliance with the approved scheme, overseen by an appropriately qualified arboriculturist or ecologist.

The approved scheme shall be implemented in full prior to the occupation of Block A or Block B of the development and maintained thereafter in accordance with the approved details.

REASON: To ensure the retention and ecological reuse of Tree T17 within the site, in the interests of biodiversity, habitat enhancement, and landscape character, in accordance with Policy 26, 27, 30 and the National Planning Policy Framework.

- 14 Prior to commencement, a full and detailed application for the Secured by Design award scheme shall be submitted to the Local Planning Authority and the Metropolitan Police NE Designing out Crime Office, demonstrating how Secured by Design Certification will be achieved for this scheme.

REASON: In the interest of creating safer, sustainable communities.

- 15 Prior to first occupation of the development of hereby approved a scheme detailing the location of any fire hydrants required by LFB shall be submitted to and approved in writing by the Local Planning Authority. Prior to the first occupation of any of the buildings within the development, such hydrants as may be required by the LFB for the development shall be provided in accordance with the LFB's requirements prior to the occupation of the relevant buildings and thereafter maintained continuously to the satisfaction of the Local Planning Authority.

REASON: To ensure that the development incorporates the necessary fire safety measures in accordance with the Policy D12 of the London Plan.

- 16 Notwithstanding the details shown on the approved drawings, the development hereby approved for Block A or Block B shall not progress beyond 150mm above ground level until samples of the materials (or appropriate specification) to be used in the construction of the external surfaces noted below have been submitted to, provided on site, and agreed in writing by, the Local Planning Authority:-

- a) all facing materials for buildings;
- b) details of deck access balustrades, balconies including privacy screens and entrance canopies;
- c) means of enclosure to private amenity / garden spaces
- d) ground surfacing
- e) details of windows and doors

The development of the relevant block shall be carried out in accordance with the approved details and shall be retained thereafter.

REASON: To safeguard the appearance of the buildings and the character of the immediate area.

- 17 Notwithstanding the details hereby permitted no development for Block A or Block B, above ground level shall take place until details of all proposed walls, fences and boundary treatment are submitted to, and approved in writing by, the Local Planning Authority. The boundary development for the relevant block shall then be carried out in accordance with the approved details prior to the first occupation of each dwelling and shall be permanently retained and maintained thereafter to the satisfaction of the Local Planning Authority.

REASON: To ensure an inclusive environment, a safe, attractive development which harmonises with the character of the area and maintain privacy for future occupiers.

- 18 The development hereby approved shall be undertaken in strict accordance with the

recommendations set out in the Phase I and II Geo-environmental and Geotechnical Site Investigation received 10 January 2025, referenced 372938 Rev 00 (Author: RSK Geosciences).

Should the subsequent Phase II Investigation confirms the presence of a significant pollutant linkage requiring remediation, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to all receptors must be prepared, to then be submitted to and approved in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works, site management procedures and procedure for dealing with previously unidentified any contamination. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Following completion of measures identified in the approved remediation scheme, a "Verification Report" that demonstrates the effectiveness of the remediation carried out, any requirement for longer-term monitoring of contaminant linkages, maintenance and arrangements for contingency action, must be produced, and is subject to the approval in writing of the Local Planning Authority.

REASON: To protect those engaged in construction and occupation of the development from potential contamination and in order that the development accords with Local Plan Policy 34.

- 19 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this unsuspected contamination shall be dealt with has been submitted to and approved in writing by the local planning authority. The remediation strategy shall be implemented as approved.

Following completion of the remediation works, a 'Verification Report' must be submitted demonstrating that the works have been carried out satisfactorily and remediation targets have been achieved.

REASON: To ensure that any previously unidentified contamination found at the site is investigated and satisfactorily addressed in order to protect those engaged in construction and occupation of the development from potential contamination.

- 20 Prior to any works above slab level for Block A or Block B, a Biodiversity Enhancement Strategy for protected and Priority or threatened species, prepared by a suitably qualified ecologist, in line with the recommendations of the Ecological Assessment (Greengage, February 2025) and Bat Survey Report (Greengage, February 2025) shall be submitted to and approved in writing by the local planning authority.

The content of the Biodiversity Enhancement Strategy shall include the following:

- \* Purpose and conservation objectives for the proposed enhancement measures;
  - \* detailed designs or product descriptions to achieve stated objectives;
- locations of proposed enhancement measures by appropriate maps and plans (where relevant);

- \* persons responsible for implementing the enhancement measures; and
- \* details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved details shall be retained in that manner thereafter.

REASON: To enhance protected, priority threatened species and allow the LPA to discharge its duties under paragraph 187d of NPPF 2024 and s40 of the NERC Act 2006 (as amended).

- 21 No development above ground level shall take place until a Parking Management Plan has first been submitted to and agreed in writing by the local planning authority. The plan shall:

- \* identify all of the electric vehicle charging point spaces that are to be provided as 'active';
- \* detail the allocation of a disabled person's parking space to each wheelchair home within the development;
- \* detail the allocation of general parking spaces within the development;
- \* detail the provision for mobility scooters;
- \* details of short cycle parking including its external appearance, location and the means of secure storage; and,
- \* long stay cycle parking

Subsequently there must be no occupation of the relevant block until resident cycle parking has been made available for occupiers use. Visitor cycle parking shall be provided upon completion of the external landscaping.

The scheme shall be implemented in accordance with the approved details and shall be permanently retained thereafter and used for no other purpose.

REASON: To ensure that cycle parking spaces are made permanently available to accord with London Plan Policy T5 and that car parking management identified to ensure that sufficient off-street parking areas are provided and appropriately allocated and not to prejudice the free flow of traffic or conditions of general safety along the adjoining highway. To promote sustainable transport modes, developments should be designed to "enable charging of plug-in and other ultra-low emission vehicles", in accordance with paragraph 112 of the National Planning Policy Framework and Policy T6 of the London Plan.

- 22 Prior to occupation of Block A or Block B, a "lighting design strategy for biodiversity" in accordance with Guidance Note 08/23 (Institute of Lighting Professionals) shall be submitted to and approved in writing by the local planning authority. The strategy shall:

- \* identify those areas/features on site that are particularly sensitive for bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
- \* show how and where external lighting will be installed (through provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

- 23 Prior to first occupation of Block A or Block B a Delivery and Servicing Plan (DSP) shall be submitted to and approved in writing which follows the principles set out in the DSP dated July 2024 (Author: WSP, First Issue, Project No. 7018580). The DSP shall be implemented prior to the first occupation of the development hereby approved and shall thereafter be maintained and adhered to in perpetuity.

REASON: To ensure the safe, efficient, and sustainable movement of goods and servicing vehicles in accordance with the requirements of the National Planning Policy Framework (NPPF), in the interests of highway safety, residential amenity, and the operational efficiency of the development.

- 24 Prior to development above ground level of Block A or Block B a Waste Management Strategy (WMS) shall be submitted to and approved in writing which follows the principles set out in the WMS dated August 2024 (Author: WSP, Rev 02, Project No. 70113108). The WMS shall be implemented prior to the first occupation of the development hereby approved and shall thereafter be maintained and adhered to in perpetuity.

REASON: To ensure the safe, efficient, and sustainable management of residential waste in accordance with the requirements of the National Planning Policy Framework (NPPF), in the interests of highway safety, residential amenity, and the operational efficiency of the development.

- 25 Notwithstanding the plans hereby approved and prior to first occupation of Block A or Block B, details for the proposed green roofs which includes species and mixes shall be submitted to and approved in writing by the Local Planning Authority for the relevant block. The works shall then be carried out in accordance with the approved details before the final occupation of the relevant block.

REASON: Insufficient information has been supplied with the application to judge the acceptability of the green roof(s) to ensure they promote sufficient biodiversity and greening for the development.

- 26 Notwithstanding the plans hereby approved, at least 10 per cent of the dwellings hereby approved shall be constructed to comply with Part M4(3) of the Building Regulations - 'wheelchair user dwellings'. The remainder of the dwellings hereby approved shall be constructed to comply with Part M4(2) of the Building Regulations - 'accessible and adaptable dwellings'.

REASON: To ensure that accessible housing is provided and the development is capable of meeting 'Accessible and Adaptable Dwellings' standards and kept in the borough's wheelchair unit stock long term.

- 27 The development hereby permitted shall achieve an Urban Greening Factor of 0.4.

REASON: In the interest of biodiversity, sustainability and to ensure that green infrastructure is maximised on the site.

- 28 The development hereby approved shall be carried out in full accordance with the mitigation measures (including their timetable for implementation) set out in the recommendation section of the Ecological Assessment (Greengage, February 2025) and Bat Survey Report (Greengage, February 2025). This may include the appointment of an appropriately competent person e.g. an ecological clerk of works (ECoW) to provide on-site ecological expertise during construction. The appointed person shall undertake all activities, and ensure works are carried out in accordance with the approved details.

REASON: To conserve protected and Priority species and allow the CPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

- 29 The development shall be carried out in accordance with the provisions of the London Plan Fire Statement (Author: OFR Consultants Limited, Project No. MA23199 Revision R02, Dated 15 August 2024).

REASON: To ensure that the development incorporates the necessary fire safety measures in accordance with the Policy D12 of the London Plan.

- 30 Notwithstanding Condition No. 11, the development hereby permitted shall be constructed in accordance with the approved Flood Risk Assessment Report, produced by Evolve (Report Ref: 3630.02-EVE-XX-XX-T-C-0150 Rev C dated 15 August 2024).

REASON: To prevent the risk of sewage flooding and to protect water quality.

- 31 Prior to the development above ground level details of the rainwater harvesting and greywater collection systems shall be submitted to and approved in writing by the Local Planning Authority. Details shall include the location of tanks and areas/locations of use for the collected water.

The approved scheme shall then made available for use before first occupation of the 25th apartment.

REASON: To assist the environmental sustainability of the development and its resilience and adaptation to climate change.

- 32 The residential development shall not exceed the water use target of 105 litres/person/day in

accordance with the London Plan 2021.

REASON: In order to comply with the London Plan (2021).

- 33 No development shall commence unless and until a stopping-up order under Section 247 of the Town and Country Planning Act 1990 has been confirmed for the affected highway land identified on the approved plans.

No part of the development shall be occupied until the stopping-up of the highway has been lawfully completed in accordance with the confirmed order, and written confirmation of such completion has been submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure that the development does not result in unlawful obstruction of the highway and that appropriate legal procedures are followed to facilitate the development in the interests of highway safety and the proper planning of the area.

- 34 Prior to installation for Block A or Block B, details of the proposed renewable/low-carbon energy equipment, and associated monitoring devices required to identify their performance, shall be submitted to and approved in writing by the Local Planning Authority. The details shall include:

- a) the heat network schematics,
- b) the exact number of heat pumps,
- c) the heat pump thermal kilowatt output,
- d) heat output pipe diameter(s),
- e) parasitic load supply schematics,
- f) monthly energy demand profile,
- g) the exact number of PV arrays,
- h) the kWp capacity of each array, the orientation, pitch and mounting of the panels,
- i) the make and model of the panels.
- j) the name and contact details of the LZC installation contractor(s), and if different, the commissioning electrical or plumbing contractor, should be submitted to the Council prior to installation.

Within one month of the completion of the installation of the LZC equipment, copies of the MCS certificates and all relevant commissioning documentation shall be submitted to the Local Planning Authority.

Reason: To ensure satisfactory compliance which maximises PV panels within the site with the approved energy strategy.

- 35 Within one month of first occupation of Block A or Block B, a certificated Post Construction Energy Review certified by the installer and/or any other suitably qualified professional, or other verification process agreed with the Local Planning Authority, shall be provided to the Local Planning Authority to demonstrate that the carbon emission target (77% reduction in regulated carbon emissions) which includes the Building Regulations saving as set out in the Energy Statement Issue P5 by Meinhardt, dated 15 August 2024 (or any relevant revised

Strategy or Energy Addendum that has been approved by the Local Planning Authority, where appropriate) has been achieved for the development.

REASON: To ensure satisfactory compliance with the approved energy strategy.

- 36 Prior to the commencement of the development hereby approved, a revised set of information demonstrating the ability for future connection to a District Heating Network (DHN) shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include but not be limited to, drawings drafted at the appropriate scale and the full detailed specification of the following:

- a) Layout of energy centre/plant room
- b) Layout of obstacle free safeguarded route between heat exchanger and incoming DHN entry point
- c) Details of on-site heat exchanger/pipework connection to incoming DHN
- d) Details of on-site connection with pre-installed and capped with flange
- e) Details of pre-installed pipework connecting identified plant room/future heat exchanger to proposed heating system(s)

The development shall not be carried out otherwise than in accordance with the details thereby approved.

REASON: To minimise carbon emissions by enabling the building to be connected to a district heating and cooling network if one becomes available during the life of the building.

## INFORMATIVE(S)

- 1 Written schemes of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.
- 2 Historic England's Guidelines for Archaeological Projects in Greater London provides advice on popular interpretation and presentation options.
- 3 In aiming to satisfy any Secured by Design condition, the applicant must seek advice of the Metropolitan Police Service Designing out Crime Officers (DOCOs) to achieve accreditation. The services of MPS DOCOs are available free of charge and can be contacted via [docomailbox.ne@met.police.uk](mailto:docomailbox.ne@met.police.uk).
- 4 The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.  
<https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.thameswater.co.uk>

%2Fdevelopers%2Flarger-scale-developments%2Fplanning-ourdevelopment%2Fworking-nearourpipes&data=05%7C02%7Cplanning%40havering.gov.uk%7Cafe3ae04b478407087cf08dcd407a809%7C353669e1971846f89bed95afc8776c8a%7C0%7C0%7C638618376576234620%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQljojV2luMzliLCJBTiI6lk1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=IH9yflAp%2FRGnlmjxvIS5WlzkSqP%2BFm7xa8FM5FfT1I%3D&reserved=0

Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

- 5 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via <https://eur03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.thameswater.co.uk%2F&data=05%7C02%7Cplanning%40havering.gov.uk%7Cafe3ae04b478407087cf08dcd407a809%7C353669e1971846f89bed95afc8776c8a%7C0%7C0%7C638618376576258131%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQljojV2luMzliLCJBTiI6lk1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=t3hZ%2B3EbVCn%2FEAycyDQOpIJAhsjdDnpddGBJyPIBpj0%3D&reserved=0>. Please refer to the Wholesale; Business customers; Groundwater discharges section.
- 6 Prior to the commencement of any works, Section 247 Stopping Up Order is required to be completed. It should be sought and properly secured by Condition/Obligation within an Agreement under Section 247 of the Town and Country Planning Act 1990.
- 7 Prior to any highway works, the developer would be required to enter a S278 agreement of the Highways Act 1980.
- 8 The developer would be required to carry out a condition survey of the carriageway and footways fronting the site. The condition survey report would need to be submitted to the Council's Highways team for records including a site location plan highlighting the location of the photographs. Any damage to the highways as a result of the construction works would be reinstated by the developer.

Date:

DRAFT DECISION

London Borough of Havering  
Town Hall, Main Road  
Romford RM1 3BB

**IMPORTANT** - attention is drawn to the notes overleaf

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

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

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

[www.planning.inspectorate.gov.uk](http://www.planning.inspectorate.gov.uk)

2. When submitting the completed appeal form to the Planning Inspectorate, a copy should be sent to Planning, London Borough of Havering, Town Hall, Main Road Romford, RM1 3BB. The First Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise these powers unless there are special circumstances which excuse the delay in giving notice of appeal. The First Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. Where the decision of the local planning authority is based upon a direction from the First Secretary; it is not the practise to refuse to accept appeals solely because of this direction.
3. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the First Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, a purchase notice may be served on the London Borough of Havering requiring the council to purchase the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.
4. In certain circumstances, a claim may be made against the local planning authority for compensation where there has been an appeal or where an application has been referred to the First Secretary, and where planning permission is refused or granted subject to conditions. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.
5. The statutory requirements are those set out in section 79(6) of the Town and Country Planning Act 1990, namely Sections 70, 71 and 72(1) of the Act.

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

Note: Following a change in government legislation a fee is now required for the request for Submission of details pursuant to discharge of conditions in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations, which came into force from 06/04/2008. A fee of £116 per request (or £34 where the related permission was for extending or altering a dwellinghouse) will be required.

## **SCHEDULE 2**

### **DRAFT PUBLIC HOUSE DEMOLITION PLANNING PERMISSION**

# DRAFT

LONDON BOROUGH OF HAVERING

TOWN AND COUNTRY PLANNING ACT 1990

**AGENT**

Miss Smruti Patel  
65 Gresham Street  
London  
EC2V 7NQ

**APPLICANT**

n/a  
c/o agent  
c/o agent  
c/o agent  
c/o agent  
EC2V 7NQ

**APPLICATION NO: P1274.23**

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

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**Proposal:** Demolition of all existing buildings and structures.  
Additional Information Received

**Location:** The Alderman, Chippenham Road  
Romford

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

CHIPP-HBA-ZZ-XX-DR-A-000101

CHIPP-HBA-ZZ-XX-DR-A-020101

CHIPP-HBA-ZZ-XX-DR-A-200101

*Note to Applicants:*

*Please take the time to read the conditions stated below carefully. Some may require you to seek the Council's approval prior to works beginning on site. The approval process can take a further 8 weeks from the date of submission and you are advised to incorporate this into your timetable.*

*Please also check the informatives below to verify whether the scheme is liable for the Mayoral Community Infrastructure Levy. If the scheme is liable, you are required to give notice of*

***commencement in advance so that a Demand Notice can be sent to you or any other person(s) that has/have assumed liability. The Levy is payable within 60 days of commencement. If you are intending to claim self-build, social housing or charitable exemption, you must do this before development commences otherwise any exemption request will be disqualified.***

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

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

- 2 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans (as set out on page one of this decision notice).

Reason:- For the avoidance of doubt and to ensure that the development is carried out as approved.

- 3 Notwithstanding Condition No. 2, prior to the commencement of any demolition works an updated Demolition Method Statement, Asbestos Management Plan and Site Waste Management Plan shall be submitted to and approved by the Local Planning Authority. The demolition works shall then be carried out in accordance with the approved documents.

REASON: The DMS, AMP and SWMP are required prior to commencement of development in order to minimise the impact of the construction phase on the environment, and on the amenity of neighbouring residents.

- 4 Prior to the commencement of the development hereby approved, the developer or contractor must ensure:-

- a) They are signed up to the Non Road Mobile Machinery (NRMM) register.
- b) The development site is entered onto the register alongside all the NRMM equipment details.
- c) The register is kept up to date for the duration of the construction of development.
- d) All NRMM used during the construction of the development that is within the scope of the Greater London Authority 'Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (SPG) dated July 2014, or any subsequent amendment or guidance, shall comply with the emission requirements therein.
- e) An inventory of all NRMM is kept on-site stating the emission limits for all equipment and is available for inspection at all times during construction.

REASON: To reduce emissions from construction and demolition activities and comply with current NRMM emission standards, in accordance with the Greater London Authority 'Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (SPG) and any subsequent amendment or guidance.

- 5 Prior to the commencement of any demolition on site, including any site clearance, excavation, or construction works an updated Arboricultural Method Statement in accordance with the

requirements of BS 5837 (2012) 'Trees in relation to Design, demolition and construction' for T25 located within the southern boundary of the site shall be submitted to and approved in writing by the Local Planning Authority.

The protection measures as approved shall be undertaken at the site before any work in connection with the development hereby permitted commences at the site, and shall be retained for the entire period of the duration of any work at the site, in connection with the development hereby permitted.

Within the fence or other means of enclosure surrounding the trees, no activities associated with building operations shall take place unless agreed in writing by the Local Planning Authority.

REASON: In order to maintain the existing vegetation at the site, which makes an important contribution to the character of the area, and to accord with Policy 27 of the Local Plan.

- 6 No demolition works (including any site clearance and/or excavation), works and deliveries accessing and egressing the site shall take place other than between the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 hours on Saturdays. No demolition or construction works, or deliveries shall take place on Sundays, Bank or Public Holidays.

REASON: In order to minimise the impact of the demolition phase on the environment and on the amenity of neighbouring residents.

## INFORMATIVE(S)

- 1 From 1 of January 2025, all NRMM on all sites within Havering will be required to meet Stage IV as a minimum. The requirement for generators will continue to be Stage V. For more information visit Non-Road Mobile Machinery (NRMM) | London City Hall.

Date:

## DRAFT DECISION

London Borough of Havering  
Town Hall, Main Road  
Romford RM1 3BB

**IMPORTANT** - attention is drawn to the notes overleaf

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

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

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

[www.planning.inspectorate.gov.uk](http://www.planning.inspectorate.gov.uk)

2. When submitting the completed appeal form to the Planning Inspectorate, a copy should be sent to Planning, London Borough of Havering, Town Hall, Main Road Romford, RM1 3BB. The First Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise these powers unless there are special circumstances which excuse the delay in giving notice of appeal. The First Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. Where the decision of the local planning authority is based upon a direction from the First Secretary; it is not the practise to refuse to accept appeals solely because of this direction.
3. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the First Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, a purchase notice may be served on the London Borough of Havering requiring the council to purchase the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.
4. In certain circumstances, a claim may be made against the local planning authority for compensation where there has been an appeal or where an application has been referred to the First Secretary, and where planning permission is refused or granted subject to conditions. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.
5. The statutory requirements are those set out in section 79(6) of the Town and Country Planning Act 1990, namely Sections 70, 71 and 72(1) of the Act.

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

Note: Following a change in government legislation a fee is now required for the request for Submission of details pursuant to discharge of conditions in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations, which came into force from 06/04/2008. A fee of £116 per request (or £34 where the related permission was for extending or altering a dwellinghouse) will be required.

### **SCHEDULE 3**

#### **AFFORDABLE HOUSING PROVISIONS**

##### **I. AFFORDABLE HOUSING PROVISION**

##### **I.1 The Developer covenants with the Council:**

- I.1.1 116 Affordable Housing Units shall be provided on the Site as part of the Development;
- I.1.2 Prior to Implementation of the Development to submit to the Council for its written approval the proposed Affordable Housing Tenure Split;
- I.1.3 Not to Implement the Development unless and until the Council has approved the proposed Affordable Housing Tenure Split;
- I.1.4 To provide the Affordable Housing Units in accordance with the approved Affordable Housing Tenure Split;
- I.1.5 Except where the Affordable Housing is transferred to the Council, to ensure that any transfer to an Affordable Housing Provider is subject to the following conditions:
  - (a) the Affordable Housing Provider enters into the Nominations Agreement with the Council prior to Occupation of the relevant Affordable Housing Units and not to Occupy the Affordable Housing Units until the Affordable Housing Provider has entered into the same;
  - (b) not to allow or permit the Affordable Housing Units to be Occupied other than as Affordable Housing in perpetuity or used otherwise than pursuant to the functions of an Affordable Housing Provider.

##### **I.2 The Affordable Housing provisions in this Schedule 3 shall not be binding on:**

- I.2.1 subject to paragraph 2 below, a Chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units) or any persons or bodies deriving title through such mortgagee or Chargee or Receiver;
- I.2.2 a tenant/occupier of the Affordable Housing Unit(s) who exercises their statutory right to acquire;
- I.2.3 any tenant/occupier of the Affordable Housing Unit(s) who has a preserved right to buy or who has exercised the right to buy pursuant to any statutory provision for the time being in place;
- I.2.4 any tenant/occupier of an Affordable Housing Units) who has a voluntary or other right to buy purchase or acquire;
- I.2.5 any successors in title to or any persons deriving title through or with title paramour to any of the persons referred to in the above sub-paragraphs.

## **2. CHARGEЕ IN POSSESSION**

- 2.1 In order to benefit from the protection granted by [2.6] below, a Chargee must:
- 2.1.1 prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice on the Council in accordance with Clause 12 above;
  - 2.1.2 when serving the Default Notice, provide to the Council official copies of the registered title for the relevant Affordable Housing Units; and
  - 2.1.3 subject to paragraph 2.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 2.3 below.
- 2.2 From the first day of the Moratorium Period to but excluding the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 2.3 Not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive Option to purchase the relevant Affordable Housing Units if the Council (and/or the Council's nominated substitute Affordable Housing Provider) (as appropriate) remain willing to complete the Option which shall contain the following terms:
- 2.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition — 2018 Revision) (with any variations that may be agreed in writing between the parties to the Option (acting reasonably));
  - 2.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 2.4.2 below or determined in accordance with paragraph 2.5 below;
  - 2.3.3 provided that the purchase price has been agreed in accordance with paragraph 2.4.2 below or determined in accordance with paragraph 2.5 below, but subject to paragraph 2.3.4 below, the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units as soon as reasonably practicable and in any event prior to the expiry of the Moratorium Period;
  - 2.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (and/or the Council's nominated substitute Affordable Housing Provider as applicable) that it or they no longer intend to exercise the Option and (ii) the expiry of the Moratorium Period; and
  - 2.3.5 any other terms agreed in writing between the parties to the Option (acting reasonably).
- 2.4 Following the service of the Intention Notice:
- 2.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (and/or the Council's nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as reasonably possible having regard to the length of the Moratorium Period; and

- 2.4.2 the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree in writing the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 3; and
  - (b) (unless otherwise agreed in writing between the Council or the Council's nominated substitute Affordable Housing Provider as appropriate and the Chargee) the Sums Due.
- 2.5 If on the date falling ten (10) Working Days after service of the Intention Notice, the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) the Chargee have not agreed the price pursuant to paragraph 2.4.2(a) above:
- 2.5.1 the Council (and/or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
  - 2.5.2 if, on the date falling fifteen (15) Working days after service of the Intention Notice, the Council (and/or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
  - 2.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 2.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
  - 2.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
  - 2.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties to the dispute;
  - 2.5.6 the independent surveyor shall make his/her decision and notify the Council (and the Council's nominated substitute Affordable Housing Provider as appropriate) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period allowing sufficient time for completion of the transfer of the relevant Affordable Housing Units; and
  - 2.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 2.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- 2.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 2.6.2 the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 2.6.3 the Council (or the Council's nominated substitute Affordable Housing Provider as applicable) have notified the Chargee in writing pursuant to the Option that it or they no longer intends to exercise the Option.
- 2.7 The Chargee shall provide the Council upon written request with evidence of having complied with the requirements and/or obligations on the Chargee contained in this paragraph 2.
- 2.8 The Council (and the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall act reasonably and reasonably cooperate with each other in fulfilling their respective obligations under paragraphs 2.2 to 2.7 above (inclusive).

### 3. **AFFORDABLE HOUSING MIX**

- 3.1 The Developer covenants with the Council to provide the Affordable Housing Units in accordance with the following mix (unless otherwise agreed with the Council in writing):-

| Unit Size   | Affordable Housing Units |
|-------------|--------------------------|
| 1B1P        | 1                        |
| 1B2P        | 32                       |
| 2B3P        | 5                        |
| 2B4P        | 56                       |
| 3B4P        | 1                        |
| 3B5P        | 10                       |
| 3B5P Duplex | 9                        |
| 4B6P Duplex | 2                        |

- 3.2 The Developer covenants with the Council to provide the 22 Care Leaver Accommodation Units as follows (unless otherwise agreed pursuant to paragraph 1.1 of Schedule 4):-

| Unit Size | Care Leaver<br>Accommodation Units |
|-----------|------------------------------------|
| 1B2P      | 22                                 |

#### 4. **MONITORING**

The Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by unit number and habitable room.

## **SCHEDULE 4**

### **CARE LEAVER ACCOMMODATION**

- I. The Developer covenants with the Council:
  - I.1 22 Care Leaver Accommodation Units shall be provided on the Site within the Development in accordance with paragraph 3.2 of Schedule 3 PROVIDED THAT the Council shall notify the Developer within 3 months from Commencement of the Development if it is unable to Occupy the Care Leaver Accommodation, following such notification the Developer shall provide either alternative supported accommodation as agreed with the Council or such other Affordable Housing other than Social Rented Housing to be provided on the Site.
  - I.2 Except where the Care Leaver Accommodation is transferred to the Council or such alternative supported accommodation or Affordable Housing is provided in accordance with paragraph I.1 above, to ensure that any transfer to a Care Leaver Accommodation Provider is subject to the following conditions:
    - I.2.1 the Care Leaver Accommodation Provider enters into the Nominations Agreement with the Council prior to Occupation of the relevant Care Leaver Accommodation Units and not to Occupy the Care Leaver Accommodation Units until the Care Leaver Accommodation Provider has entered into the same;
    - I.2.2 not to allow or permit the Care Leaver Accommodation Units to be Occupied other than as Care Leaver Accommodation in perpetuity or used otherwise than pursuant to the functions of a Care Leaver Accommodation Provider save as otherwise agreed by the Council.

## **SCHEDULE 5**

### **FINANCIAL CONTRIBUTIONS**

#### **I. CARBON OFFSET CONTRIBUTION**

- I.1 The Developer shall prepare and submit an Updated Energy Assessment to the Council for its written approval within six (6) months of Occupation of the Development PROVIDED THAT in the event that the Council does not respond to either approve or reject the submitted Updated Energy Assessment within eight weeks then the Council shall be deemed to have agreed to the Updated Energy Assessment submitted by the Developer pursuant to this paragraph 2.1.
- I.2 The Developer shall pay the Councils reasonable costs (including VAT) properly incurred by the External Energy Consultant in reviewing and advising the Council on the Updated Energy Assessment pursuant to clause 14.
- I.3 The Developer covenants with the Council to pay the Carbon Offset Contribution calculated for the Development pursuant to the approved Updated Energy Assessment and the Carbon Offset Monitoring Fee within six (6) months of approval of the Updated Energy Assessment by the Council pursuant to paragraph 2.1 above and not to Occupy the Development unless and until the Carbon Offset Contribution and the Carbon Offset Monitoring Fee has been paid to the Council.

## **SCHEDULE 6**

### **TRANSPORT AND HIGHWAYS**

#### **1. CAR CLUB**

- 1.1 Prior to Occupation of the Residential Units the Developer shall use reasonable endeavours to enter into an agreement with a Car Club operator to base one Car Club vehicle in the Car Club Space, unless otherwise agreed by the Council.
- 1.2 Not to Occupy the Residential Units until either:
  - 1.2.1 an agreement in a form approved by the Council has been entered into between the Developer and a Car Club operator; or
  - 1.2.2 the Council acknowledges that the Developer has satisfied its obligation in paragraph [1.1] above despite an agreement with a Car Club operator not having been entered into PROVIDED THAT if the Council does not respond to a request for acknowledgment pursuant to this paragraph within eight (8) weeks then the restriction on Occupation of the Residential Units shall cease to apply.
- 1.3 In the event that an agreement is entered into with a Car Club operator in respect of the Car Club Space:
  - 1.3.1 the Developer shall procure the use of the Car Club Space for the purposes of the Car Club for the lifetime of the Development unless otherwise agreed by the Council; and
  - 1.3.2 the Developer covenants to offer or procure that the first resident of each Residential Unit who has a full driving licence and who agrees to abide by the Car Club's membership conditions and rules is offered free Car Club membership for a minimum period of 2 years commencing from that resident's first Occupation.

#### **2. TRAVEL PLAN**

- 2.1 The Developer covenants with the Council:
  - 2.1.1 no later than two (2) months prior to Occupation of the first Residential Unit within the Development to submit to the Council for its written approval a Travel Plan;
  - 2.1.2 not to Occupy or permit Occupation of any Residential Units within the Development until the Council has approved the Travel Plan PROVIDED THAT in the event that the Council does not respond to either approve or reject the submitted Travel Plan within eight (8) weeks then the Council shall be deemed to have agreed to the Travel Plan submitted by the Developer pursuant to paragraph 2.1.1 above;
  - 2.1.3 to thereafter implement the Travel Plan (or any approved update of the Travel Plan pursuant to paragraph 2.1.4 below) as approved by the Council;
  - 2.1.4 to appoint a Travel Plan Co-ordinator to undertake its travel plan monitoring in relation to the Travel Plan for a period of five (5) years from first Occupation. Any data collected by the Travel Plan Co-ordinator will be provided to the Council;

- 2.1.5 to submit an annual monitoring report (verified by the Travel Plan Co-ordinator) to the Council for a period of at least five (5) years from Occupation which shall demonstrate how the Travel Plan has operated during the previous twelve (12) month period; and
- 2.1.6 that in the event that the annual monitoring report shows that the Travel Plan has failed to meet the relevant objectives/targets in any respect, within two calendar months indicate the reasonable measures that it shall take in order to ensure the Travel Plan objectives/targets are met and thereafter undertake and implement such measures.

### 3. **HIGHWAY WORKS**

#### 3.1 The Developer covenants with the Council:

- 3.1.1 within 12 months of Commencement of Development to complete a Highways Agreement; and
- 3.1.2 not to Occupy the Development until the relevant Highways Agreement(s) has been completed in respect of the Highway Works and the Highway Works completed in accordance with the Highways Agreement.

## **SCHEDULE 7**

### **BIODIVERSITY**

The Developer hereby covenants with the Council as follows:

#### **1. HABITAT MANAGEMENT AND MONITORING PLAN**

1.1 prior to Commencement of Development submit and obtain the Council's written approval of:

1.1.1 a Habitat Management and Monitoring Plan in respect of the Site, which shall include a requirement to:

- (a) provide Habitat Creation and Enhancement Works off-site as required to meet the **BNG Objective**;
- (b) carry out monitoring of the performance and efficacy of the Habitat Creation and Enhancement Works on the Monitoring Report Dates;
- (c) following each Monitoring Report Date, to provide the Council with a written report of the monitoring and assessment undertaken;
- (d) carry out any remedial steps identified in the monitoring report provided to the Council under paragraph 1.1.1(b) above as soon as is reasonable practicable following the submission of such report;
- (e) carry out any remedial steps identified by the Council following the submission to the Council of any monitoring report provided in accordance with paragraph 1.1.1(b) above as soon as is reasonably practicable following receipt of notification from the Council of any remedial steps identified;

PROVIDED THAT in the event that the Council does not respond to either approve or reject the submitted Habitat Management and Monitoring Plan within twelve (12) weeks then the Council shall be deemed to have agreed to the Habitat Management and Monitoring Plan submitted by the Developer pursuant to this paragraph 1.1.

1.2 to undertake the management and monitoring in accordance with the approved Habitat Management and Monitoring Plan; and

1.3 to permit the Council access to the Site on reasonable notice and at reasonable times for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan.

#### **2. IMPLEMENTATION OF HABITAT MANAGEMENT AND MONITORING PLAN**

2.1 notify the Council of the BNG Commencement Date within 10 Working Days of it occurring;

2.2 complete the Habitat Creation and Enhancement Works on the Site in accordance with the Habitat Management and Monitoring Plan approved pursuant to paragraph 1.1 above;

2.3 notify the Council of the BNG Completion Date within 10 Working Days of it occurring;

- 2.4 maintain the Site in accordance with the Habitat Management and Monitoring Plan approved under paragraph 1.1 of this Schedule for a period of 30 years from the BNG Completion Date.

- 3. **PURCHASE OF OFFSITE BIODIVERSITY UNITS TO MEET BIODIVERSITY OBJECTIVE**

- 3.1 In the event that at the BNG Completion Date the BNG Capacity is insufficient to satisfy the BNG Objective the Developer shall notify the Council and seek the Councils consent to purchase such quantities of Biodiversity Units from registered offsite providers as are needed in order to meet the BNG Objective and provide reasonable evidence of the same to the Council.

- 4. **BNG Expiry Date**

- 4.1 Paragraphs 1.1 to 1.8 above shall terminate on the BNG Expiry Date.

## **SCHEDULE 8**

### **EMPLOYMENT AND TRAINING**

#### **I. EMPLOYMENT AND TRAINING**

- I.1 The Developer covenants with the Council;
  - I.1.1 to submit a Local Resident Training and Recruitment Plan to the Council for its written approval prior to Implementation;
  - I.1.2 not to Implement unless and until the Council has approved the Local Resident Training and Recruitment Plan PROVIDED THAT in the event that the Council does not respond to either approve or reject the submitted Local Resident Training and Recruitment Plan within eight (8) weeks then the Council shall be deemed to have agreed to the plan submitted by the Developer pursuant to paragraph I.1.1 above;
  - I.1.3 to submit an Education Commitments Plan to the Council for its written approval prior to Implementation;
  - I.1.4 not to Implement unless and until the Council has approved the Education Commitments Plan PROVIDED THAT in the event that the Council does not respond to either approve or reject the submitted Education Commitments Plan within eight (8) weeks then the Council shall be deemed to have agreed to the plan submitted to the Developer pursuant to paragraph I.1.3 above;
  - I.1.5 to comply with the approved Local Resident Training and Recruitment Plan and the approved Education Commitments Plan during the construction of the Development;
  - I.1.6 to use Reasonable Endeavours to provide the Skills Training Roles for construction apprenticeships;
  - I.1.7 to use Reasonable Endeavours to secure that at least 20% of suppliers used during the construction of the Development are Local Suppliers; and
  - I.1.8 to use Reasonable Endeavours to secure that at least 20% of people working on the construction of the Development are residents in the Council's administrative area or within neighbouring boroughs. This obligation will apply to the Developer's contractors and subcontractors.
- I.2 In the event the Skills Training Roles have not been achieved, the Developer shall pay to the Council the Skills Training Contribution and the Skills Training Monitoring Fee prior to Occupation of the Development.
- I.3 The Developer covenants with the Council to provide, within 10 Working Days of a written request from the Council, evidence to the reasonable satisfaction of the Council that the Developer has used Reasonable Endeavours to comply with its obligations in this Schedule 8.

## **SCHEDULE 9**

### **PUBLIC HOUSE RE-PROVISION**

- I. The Developer covenants with the Council:
  - I.1 Save where the Public House Permanent Re-provision Strategy has been submitted in accordance with paragraph I.4 below or the Developer agrees with the Council that a meanwhile re-provision is not required as a result of the intended timescales for the Public House Permanent re-provision following the grant of application P0421.25:
    - I.1.1 prior to carrying out of works pursuant to the Public House Demolition Planning Permission, to submit to the Council for its written approval the Public House Meanwhile Re-provision Strategy.
    - I.1.2 not to carry out works pursuant to the Public House Demolition Planning Permission unless and until the Council has approved in writing the Public House Meanwhile Re-provision Strategy.
    - I.1.3 to comply with the Public House Meanwhile Re-provision Strategy until the Council has approved the strategy submitted pursuant to paragraph [I.4] below.
  - I.2 Prior to Implementation of the Redevelopment Planning Permission, to submit to the Council for its written approval the Public House Permanent Re-provision Strategy.
  - I.3 Not to Implement the Redevelopment Planning Permission unless and until the Council has approved in writing the Public House Permanent Re-provision Strategy.
  - I.4 To comply with the Public House Permanent Re-provision Strategy following the Council's approval of the strategy.

## **SCHEDULE 10**

### **THE COUNCIL'S COVENANTS**

- I. The Council covenants with the Developer:
  - I.1 To use the Contributions for the purposes set out in this Deed;
  - I.2 following written request from the Developer, to repay any Contributions (and any interest accrued) to the person that made the payment which are unspent or unallocated fifteen (15) years from the date on which each such Contribution is paid under this Deed; and
  - I.3 to comply with Clause 7 of this Deed.

**Executed as a Deed by affixing**  
**the common seal of**  
**THE MAYOR AND BURGESSES OF**  
**THE LONDON BOROUGH OF HAVERING**

In the presence of

**Common Seal**

Authorised Signatory

-----

**Executed as a Deed by**  
**HAVERING AND WATES REGENERATION LLP**

Full Name (Member)

-----

Member

In the presence of

Full Name (Witness)

-----

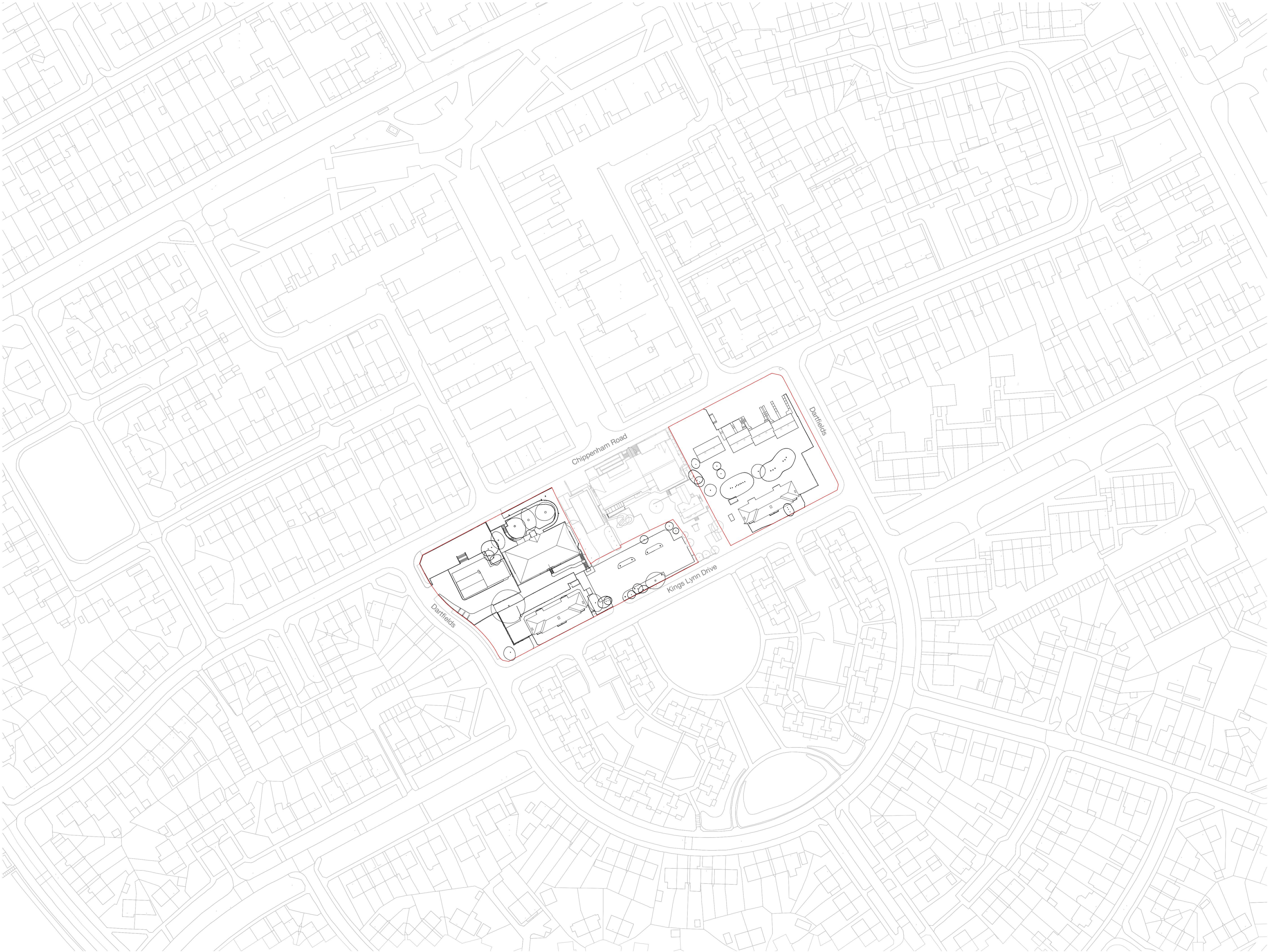
Address

Signature of witness

**APPENDIX I**  
**PLANS**

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No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

| Rev | Description         | Date     |
|-----|---------------------|----------|
| P01 | Planning Submission | 16.08.24 |



159 St John Street  
London EC1V 4QJ

mail@hawkinsbrown.com  
**hawkinsbrown.com**

# Hawkins\Brown

**Project**  
Chippenham Road

Land bounded by Chippenham Road, Kings Lynn Drive, Dartfields East and Dartfields West, Harold Hill, Romford, RM3 8HX

**Drawing**  
Site Location Plan

**Scale @ A1**  
1 : 1250

**Date**  
16/08/24

**Drawn By**  
LP

**Checked By**  
AB

**Job Number**  
230112

**Status**  
S5

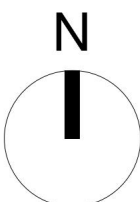
**Purpose of Issue**  
For Planning

**Drawing No.**

CHIPP-HBA-ZZ-DR-A-010100

**Rev**

P01





hmm

Revisions  
P01 12.07.23

Key

Site Boundary

N

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|                             |            |            |
|-----------------------------|------------|------------|
| Job Number                  | Date       | Scale      |
| HB230112                    | 12.07.23   | 1:1250:@A1 |
| Drawn by                    | Checked by | Status     |
| LP                          | JC         | S2         |
| Drawing No. & Revision      |            |            |
| CHIPP-HBA-ZZ-XX-DR-A-000101 |            |            |

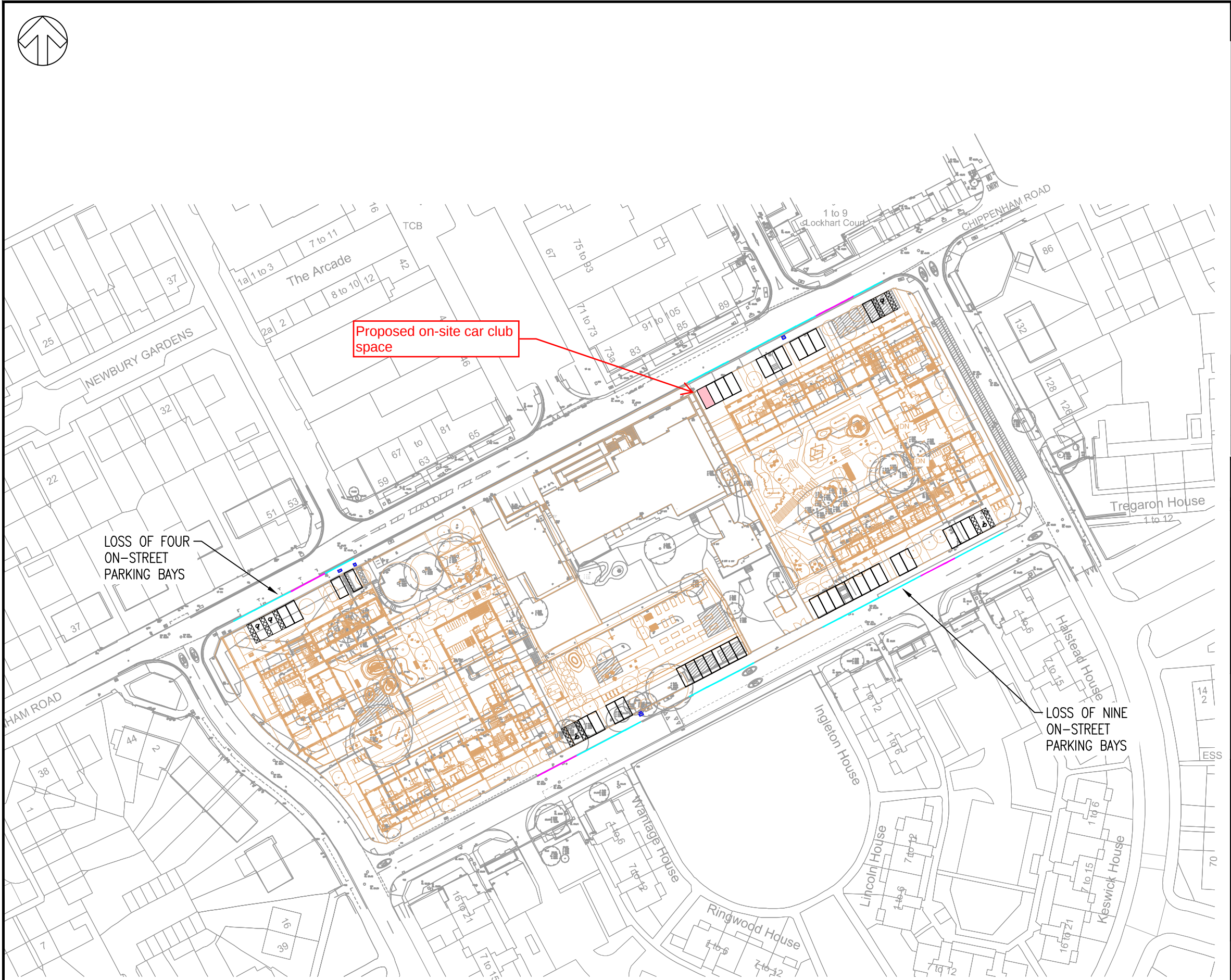
Project  
Chippenham Road  
Romford, RM3 8HX

Drawing  
Site Location Plan

159 St John Street  
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Hawkins  
Brown

File name \\UK.WSPGROUP.COM\CENTRAL DATA\PROJECTS\70108580-SK-TP-0003.DWG, HAVERING AND FARNHAM03 WIP\TRANSPORT\03 DRAWINGS\70108580-SK-TP-0003.DWG, printed on 04 July 2024 10:28:23, by Burton, Craig



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DO NOT SCALE

- KEY
- PROPOSED PARKING BAYS (39 BAYS)
  - PROPOSED BLUE BADGE BAYS (5 BAYS)
  - PROPOSED DROPPED KERB FOR PARKING BAY ACCESS
  - PROPOSED DOUBLE YELLOW LINES FOR DELIVERY VEHICLES
  - EXISTING COVER TO BE REINFORCED AND/OR COVER LEVEL ADJUSTED

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|     |            |      |                                         |     |     |
|-----|------------|------|-----------------------------------------|-----|-----|
| P04 | 04/07/2024 | CRJB | UPDATED ARCHITECT AND LANDSCAPE LAYOUTS | AT  | AT  |
| P03 | 13/06/2024 | CRJB | UPDATED ARCHITECT AND LANDSCAPE LAYOUTS | AT  | AT  |
| P02 | 22/02/2024 | CRJB | BAY RELOCATED, ANNOTATIONS ADDED        | AT  | AT  |
| P01 | 12/02/2024 | CRJB | FIRST ISSUE                             | AT  | AT  |
| REV | DATE       | BY   | DESCRIPTION                             | CHK | APP |

DRAWING STATUS: S2 - FOR INFORMATION



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CLIENT:

ARCHITECT: HAWKINS/BROWN

PROJECT: CHIPPENHAM ROAD, HAVERING AND FARNHAM

TITLE: PROPOSED PARKING, DELIVERY & SERVICING STRATEGY

|                                 |                |              |
|---------------------------------|----------------|--------------|
| SCALE @ A3: 1:1000              | CHECKED: AT    | APPROVED: AT |
| PROJECT No: 70108580            | DESIGNED: CRJB | DRAWN: CRJB  |
| DRAWING No: 70108580-SK-TP-0003 | DATE: July 24  | REV: P04     |

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**APPENDIX 2**  
**DRAFT CONFIRMATORY DEED**