

DATED

22ND DECEMBER

2025

**MERCURY LAND HOLDINGS
TO
LONDON BOROUGH OF HAVERING**

Unilateral Undertaking

**pursuant to Section 106 of the Town and Country Planning Act 1990
and other powers in relation to land located at**

**Century Youth House
Albert Road
Romford**

Legal Ref: HAV042011

**London Borough of Havering
OneSource
Town Hall
Main Road
Romford
RM1 3BD**

THIS DEED is made the 22ND day of DECEMBER

2025

AND IS GIVEN BY:

- (1) **MERCURY LAND HOLDINGS** (Company number 09878652) whose registered office is at Town Hall Main Road Romford RM1 3BB ("Owner")

TO

- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of London Borough of Havering Town Hall Main Road, Romford RM1 3BD ("Council").

WHEREAS:

- (A) The Council is the local planning authority for the area in which the Site is situated and by whom the obligations restrictions stipulations and covenants contained in this Deed are enforceable.
- (B) The Owner is the freehold owner of the Site which is to be registered at the Land Registry Title Absolute under Title Number BGL188052 and warrants that subject to the entries disclosed is otherwise free of encumbrances
- (C) The Owner submitted the Application which the Council has resolved to approve subject to conditions and the satisfactory completion of this Deed.
- (D) The Owner wishes to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the Council.

NOW THIS DEED WITNESSES as follows:

1. Definitions

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

"the 1990 Act"	means the Town and Country Planning Act 1990, as amended
"Application"	means the planning application (reference number P1596.24) received by the Council

	seeking full planning permission to carry out the Development upon the Site
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010, as amended
"Controlled Parking Zones"	means the restricted parking zone/s that restricts parking to occupiers only within the vicinity of the Site
"Car Free Monitoring Fee"	means the sum of £1,123.00 (one thousand one hundred and twenty-three pounds) RPI Indexed to be paid by the Owner to the Council in accordance with Clause 13.3 that will be used by the Council towards the costs of monitoring and management of a Controlled Parking Zone
"Deed"	means this deed of undertaking
"Development"	means partial demolition and conversion of the main building and demolition of all other buildings and structures, and redevelopment of the site to provide 9 residential dwellings, with car parking, landscaping and related infrastructure pursuant to the Planning Permission
"Director"	means the Director of Planning and Public Protection at the Council or any other officer properly exercising the authority of that person for the time being
"Expert"	means an 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
"Implementation"	means the carrying out of a material operation in relation to the Development as defined in Section 56 of the Act PROVIDED THAT; • site clearance;

	• ground investigation; • archaeological investigation; • construction of boundary fencing or hoardings; • noise attenuation works; • construction of temporary highways accesses; • laying and diversion of services; • decontamination and remediation works; and • display of advertisements shall not be taken to be a material operation for the purposes of this Deed and section 56 of the 1990 Act and "Implementation" and "Implement" and "Implemented" shall be construed accordingly
"Implementation Notice"	means the written notice given by the Owners to the Council giving 5 Working Days advance notice that Implementation of Development is about to take place and specifying the date of intended Implementation of Development in the form attached at Schedule 3
"Monitoring Fee"	means the sum of £1,123.00 (one thousand one hundred and twenty three pounds) payable by the Owner to the Council in accordance with Clause 13.2 and to be used by the Council following receipt for the monitoring of the Owner's' obligations and covenants in this Deed
"Notification of Payment Form"	means the form appended at Schedule 3 with notification of any relevant payment date to be completed by the Owner and returned to the Council in accordance with Clause 11.6 of this Deed
"Occupation"	means occupation for any use for which the relevant part of the Development was designed

	other than occupation for the purpose of construction, fitting out, security, marketing or repair and "Occupy" or "Occupiers" or "Occupied" shall be construed accordingly.
"Parking Permit/s"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay in a Controlled Parking Zone and "Parking Permits" shall be construed accordingly
"Plan"	means the plan at Schedule 1 of this Deed showing the Site edged red
"Planning Permission"	means the planning permission to be granted pursuant to the Application a draft of which is annexed at Schedule 2 of this Deed
"Practical Completion"	means in relation to any construction works forming part of the Development or any works required pursuant to this Deed completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to building works can be issued under industry standard construction contracts for such works and the terms "Practically Complete" and "Practically Completed" and cognate expressions will be interpreted in accordance with this definition and Occupation of any Residential Unit shall be determinative of Practical Completion of such Residential Unit
"Residential Unit"	means the 9 units of use class C3 residential accommodation constructed on the Site pursuant to the Planning Permission
"Site"	means land at former Century Youth House, Albert Road, Romford shown for identification purposes only edged red on the Plan
"Working Days"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or

	statutory Bank Holiday and “working days” 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 Owner or such party shall include the successor in title of that party and covenants restrictions obligations and liabilities of the Owner comprising more than one person are joint and several;
- 2.1.5 references to the Council shall include any successor to its function as local planning authority, highway, housing authority for the area within which the Site is located;
- 2.1.6 any covenant not to do any act or 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 act or thing includes an obligation to procure the doing of that act or thing by another person;
- 2.1.7 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by, the Owner 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;
- 2.1.9 in the absence of any contrary provision references to statutes, bye-laws, regulations, orders or, delegated legislation as is

issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans regulations for the time being made issued or given or made pursuant to the same power or deriving validity from that power;

2.1.10 the word 'including' shall mean 'including without limitation or prejudice to the generality of' any description defining term or phrase preceding that word and the word 'include' and its derivatives shall be construed accordingly;

2.1.11 the planning obligations herein shall, subject to any provisions to the contrary set out below be enforceable by the Council against the Owner and their respective successors and assigns as if those persons had been the original covenanting party in respect of that interest for the time being held by them

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 Greater London Council (General Powers) Act 1974;

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 and shall be enforceable as such by the Council.

3.2 The planning obligations within this Deed are compliant with regulation 122 of 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 Statutory Powers

4.1 This Deed does not fetter the statutory rights, powers and duties of the Council.

5 Conditionality

5.1 The Owner's obligations in this Deed are conditional upon:

- (a) The grant of the Planning Permission; and
- (b) Implementation.

save for this Clause and Clauses 6 to 17 which shall take effect on the date hereof

6 The Owner's Obligations

6.1 The Owner covenants to the Council to:

- 6.1.1 perform and observe its obligations in this Deed; and
- 6.1.2 that it has full power to enter into this Deed and that there is no person (other than the Parties to this Deed) having a charge or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

7 Council's Discretion and Obligations

7.1 For the avoidance of doubt 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 proposed Development of the Site

8 Liability and Enforcement

- 8.1 The cessation of this Deed shall not affect the liability of any party for any earlier breach.
- 8.2 Without prejudice to the Council's statutory rights of access of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Site 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 Owners (or its contractors).

8.3 this Deed will not be enforceable against:

8.3.1 any Statutory Undertaker or other person with any interest in any part/s of the Site solely for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services.

8.3.2 any Residential Unit with the exception of Schedule 4 paragraphs 1 and 2(a) and 2(b)

8.4 A future mortgagee confirms that the Site shall be bound by the obligations contained in this Deed and that the security of the legal charge (or any future legal charge from time to time) over the Site shall take effect subject to this Deed PROVIDED THAT any mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

8.5 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed relating to the whole or any part of the Site occurring after it has parted with its interest in the whole or that part of the Site but without prejudice to the liability of such person for any breach in relation to the whole or that part occurring prior to its parting with such interest.

9 Registration

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

9.2 The Owner agrees to make an application to the Land Registry within 30 Working Days of the date of completion of this Deed for this Deed to be noted against the Owner's title to the Site.

10 Lapse, revocation or quashing of the planning permission

- 10.1 If the Planning Permission expires within the meaning of section 91, 92, or 93 of the Act, or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect (save in respect of any breach prior to revocation) and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed
- 10.2 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.
- 10.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

11 Notices

- 11.1 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.
- 11.2 The address for service of any such notice, consent or approval shall be in the case of service upon the:
- (a) **Council:** by email to infrastructureplanning@havering.gov.uk and planning@havering.gov.uk with a hard copy to the Director of Planning and Public Protection (Planning Reference P01596.24) London Borough of Havering Town Hall, Main Road, Romford RM1 3BD.
 - (b) **Owner:** to the company registered address or such other address as shall have been previously notified by the Owner to the Council
- or such other address for service or method of service as shall have been previously notified by the Parties to each other.
- 11.3 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:

- (a) 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;
 - (b) 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
 - (c) if by email, by notification of a delivery receipt for such email to the correct email address as previously notified between the parties.
- 11.4 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.
- 11.5 The Owner shall serve notice on the Council of the following events:
 - (a) Implementation by way of the Implementation Notice; and
 - (b) first Occupation
 - (c) Practical Completion.
- 11.6 The Owner shall complete and serve a Notification of Payment Form on the Council at least 7 Working Days before it intends to pay the Car Free Monitoring Fee

12 Dispute Resolution

- 12.1 In the event of any dispute or difference arising in respect of any matter contained in this Deed (including any matter to be approved under this Deed) will be decided in accordance with this Deed or the Owner can serve notice on the Council (the Notice) that must specify:
 - (a) The nature, basis and brief description of the dispute;
 - (b) The Clause or paragraph of a Schedule in this Deed pursuant to which the dispute has arisen;
 - (c) The proposed Expert; and

(d) Whether the other party agrees to participate in appointing the Expert and to be bound by the final decision of the Expert which will be final and binding on the parties

12.2 The Expert may be agreed between the parties to the dispute at joint expense and in the absence of such agreement within one month of the date that the Notice is issued pursuant to Clause 12.1 any party to the dispute may request that the Expert is nominated

12.3 The Expert 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 Fees

13.1 The Owner 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

13.2 the Monitoring Fee.

13.3 The Owner shall pay to the Council prior to Implementation of the Development the Car Free Monitoring Fee.

14 Section 73

14.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Town and Country Planning Act 1990 (or any re-enactment or replacement therefor) in respect of the conditions in the Planning Permission references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

15 Third Parties

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

15.2 The Owner agrees that any covenant in this Deed by which the relevant party is not to:

- (a) do an act (or allow a state of affairs to exist) shall be construed as if it were a covenant not to do or permit, procure or suffer to be done such act (and not to permit, procure or suffer such a state of affairs to exist);
- (b) omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act.

16 Jurisdiction

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

17 Delivery

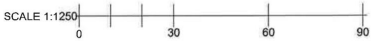
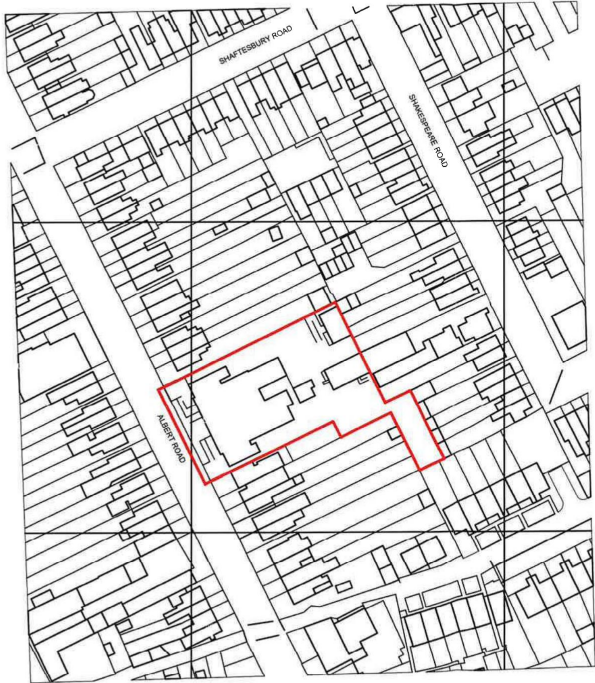
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be no effect until this Deed has been dated.

IN WITNESS whereof the parties have executed this Deed as a deed on the day and year first before written.

Schedule 1

Plan

Site location plan (showing redline boundary)



NOTES:
This document and its design content is copyright ©. It shall be read in conjunction with all other associated project information including model specifications, schedules and related consultants documents. Do not scale from documents. All dimensions to be checked on site. Immediately report any discrepancies, errors or omissions on this document to the Originator. If in doubt ASK.



--- SITE BOUNDARY

CAH

03	PLANNING	BH	BH	26/11/2024
02	PLANNING	BH	BH	08/04/2024
01	PLANNING	BH	PM	19/04/2022

REV	DESCRIPTION	DRAWN	CHECKED	DATE
-----	-------------	-------	---------	------

CREATE
DESIGN + ARCHITECTURE

Wigglesworth House 69 Southwark Bridge Road London SE1 8JH
+44 207 021 0267 info@createdesign.org www.createdesign.org

CLIENT: **MERCURY LAND HOLDINGS**

PROJECT: **67 ALBERT ROAD**

BUILDING NAME: **RM1 2PS**

ADDRESS: **RM1 2PS**

DRAWING NAME: **SITE LOCATION PLAN**

DRAWING SERIES: **SITE LOCATION PLAN**

CDA REF:	SCALE(S):	ORIGINAL PAPER SIZE
----------	-----------	---------------------

673	1:1250	A3
-----	--------	----

REVISION:	REVISION DESCRIPTION:
-----------	-----------------------

03	PLANNING
----	----------

PROJECT	ORIGINATOR	VOLUME	LEVEL	TYPE	ROLE	CLASS	NUMBER
---------	------------	--------	-------	------	------	-------	--------

673	- CDA	- ZZ	- Z1	- DR	- A	- 00	0100
-----	-------	------	------	------	-----	------	------

Schedule 2
Draft Planning Permission

DRAFT

LONDON BOROUGH OF HAVERING

TOWN AND COUNTRY PLANNING ACT 1990

AGENT

Mr Steve Walters
70-74 Cowcross Street
London
EC1M 6EJ

APPLICANT

Mr Chris Hobbs
C/o Agent
C/o Agent
C/o Agent
C/o Agent

APPLICATION NO: P1596.24

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

Proposal: Full planning application for the partial demolition and conversion of the main building and demolition of all other buildings and structures, and redevelopment of the site to provide 9 residential dwellings, with car parking, landscaping and related infrastructure

Location: Century Youth House
Albert Road
Romford

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

MER002-005 001 001 CYH Albert Road Bat survey report Issue v2 (Thomson Ecology)

MER002-005 001 002 001 CYH Albert Road full bat survey Report 2 Issue v1 July 2025 001 001

4986-MERC-ICS-XX-RP-C-07.001-P01 - Flood Risk Assessment and Drainage Statement

PP2426/AR/AQA/202410-RTPJC Air Quality Assessment

673-CDA-ZZ-00-DR-A-05-0100- Rev 18-Proposed Ground Floor Plan

673-CDA-ZZ-01-DR-A-05-0101- Rev 12-Proposed First Floor Plan

673-CDA-ZZ-02-DR-A-05-0102- Rev 10-Proposed Second Floor Plan

) HC7664 Albert Road, Romford HIA (HCUK) 2024.11.21

F1023-001-02 Planning Fire Safety Strategy - Albert Road, Romford (Apex Strategies)

03689 Rv2 Albert Road AMS AIA Nov 2024 Tree Survey & Arboricultural Implications Report

MER002-004-001 001 PEA and PRA CYH Albert Road Preliminary Ecological Appraisal and Preliminary Bat Roost Assessment v2 (Thomson Ecology)

MER002-004-001 002 BNG CYH Albert Road Biodiversity Net Gain Report v 2 (Thomson Ecology)

MLH - Albert Road - Residential Car Park Management Plan

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 No development above damp proof course, for the development hereby approved, shall commence until all new external finishes have been submitted to and approved in writing by the local planning authority and the scheme shall then be carried out in accordance to approved details.

Reason:-

In the interests of amenity and to enable the Local Planning Authority to retain control over future development.

- 8 The roof area of the extension hereby permitted shall not be used as a balcony, roof garden or similar amenity area, hereby approved without the grant of further specific permission from the Local Planning Authority.

Reason:-

In the interests of the amenity of the occupiers of neighbouring dwelling.

- 9 No building shall be occupied or use commenced until refuse and recycling facilities are provided in accordance with details which shall previously have been submitted to and approved in writing by the Local Planning Authority. The refuse and recycling facilities shall be permanently retained thereafter.

Reason:-

Insufficient information has been supplied with the application to judge how refuse and recycling will be managed on site. Submission of this detail prior to occupation in the case of new building works or prior to the use commencing in the case of changes of use will protect the amenity of occupiers of the development and also the locality generally.

- 10 No building shall be occupied or use commenced until cycle storage is provided in accordance with details previously submitted to and approved in writing by the Local Planning Authority. The cycle storage shall be permanently retained thereafter.

Reason:-

Insufficient information has been supplied with the application to demonstrate what facilities will be available for cycle parking. Submission of this detail prior to occupation in the case of new building works or prior to the use commencing in the case of changes of use is in the interests of providing a wide range of facilities for non-motor car residents and sustainability.

- 11 All building operations in connection with the construction of external walls, roof, and foundations; site excavation or other external site works; works involving the use of plant or machinery; the erection of scaffolding; the delivery of materials; the removal of materials and spoil from the site, and the playing of amplified music shall only take place between the hours of 8.00am and 6.00pm Monday to Friday, and between 8.00am and 1.00pm on Saturdays and not at all on Sundays and Bank Holidays/Public Holidays.

Reason:-

To protect residential amenity.

- 12 No works shall take place in relation to any of the development hereby approved until a

approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers, the development shall be carried out in accordance with the agreed details.

Reason:-

Insufficient information has been supplied with the application to judge whether the proposals meet Secured by Design standards. Submission of a full and detailed application prior to commencement is in the interest of creating safer, sustainable communities and to reflect policy in the NPPF.

- 15 No building shall be occupied or use commenced until external lighting is provided in accordance with details which shall have previously been submitted to and approved in writing by the Local Planning Authority. The lighting shall be provided and operated in strict accordance with the approved scheme.

Reason:-

Insufficient information has been supplied with the application to judge the impact arising from any external lighting required in connection with the building or use. Submission of this detail prior to occupation in the case of new building works or prior to the use commencing in the case of changes of use will protect residential amenity.

- 16 At least one dwelling hereby approved shall be constructed to comply with Part M4(3)(2)(a) of the building regulations - wheelchair adaptable 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; In order to ensure the development would be inclusive.

- 17 All dwellings hereby approved shall comply with Regulation 36 (2)(b) and Part G2 of the Building Regulations - Water Efficiency.

Reason: In order to comply with national optional technical standards as required by Policy SI5 of the London Plan.

- 18 All hard surfaces hereby approved as part of the development (including any sub-base) shall be made of porous materials or provision shall be made to direct run-off water from the hard surface to a permeable or porous area or surface within the curtilage of the application site.

Reason:-

In order to ensure no water run-off from the hard surface which would contribute to risk of flooding.

- 19 The energy and heating strategy for the development hereby approved shall be provided with air source heat pumps, which shall be designed to comply with "MCS Planning Standards for Permitted Development Installations of Wind Turbines and Air Source Heat Pumps on

Reason: To protect those engaged in construction and occupation of the development from potential contamination.

- 22 Before any of the building(s) hereby permitted is first occupied, the area set aside for car parking shall be laid out and surfaced to the satisfaction of the Local Planning Authority and retained permanently thereafter for the accommodation of vehicles visiting the site and shall not be used for any other purpose and the parking management shall be implemented in accordance to the parking management plan hereby approved.

Reason:-

To ensure that car parking accommodation is made permanently available to the standards adopted by the Local Planning Authority in the interest of highway safety.

- 23 Prior to above ground works, a scheme for protecting the conversion units' habitable rooms along the Albert Road frontage from noise from road traffic shall be submitted to, and approved in writing by the Local Planning Authority. The development shall be carried out with the approved details.

Reason:-

To ensure a suitable level of amenity of the future residential occupiers of these units is safeguarded.

- 24 Prior to the commencement of the development, the details of pedestrian markings to be incorporated in the proposed vehicular access are to be submitted to and approved in writing by the local planning authority, subsequently before any of the buildings hereby permitted are first occupied, the approved details shall be implemented in accordance with the approved details.

Reason; In the interest of highways and pedestrian safety.

- 25 All retained trees, within the site or on the neighbouring gardens shall be protected in accordance with British Standard BS 5837:2012. Suitable tree protection measures, as set out in the Arboricultural Implications Assessment 03689Rv2 Albert Road AMS AIA (Tamla) Nov 2024 hereby approved, shall be erected prior to any works taking place in proximity to the trees and shall be maintained for the duration of construction. No excavation, storage of materials, or vehicular access shall occur within the root protection areas unless otherwise agreed in writing by the Local Planning Authority.

Reason:-

To safeguard the health and longevity of retained street trees during construction works, in accordance with British Standard BS 5837:2012.

agreed. If new or amended access is required (whether temporary or permanent), there may be a requirement for the diversion or protection of third party utility plant or highway authority assets and it is recommended that early involvement with the relevant statutory undertaker takes place. The applicant should email environmentbusinesssupport@havering.gov.uk for further information. Please note that unauthorised work on the highway is an offence.

Highway legislation

- The developer (including their representatives and contractors) is advised that planning consent does not discharge the requirements of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004. Formal notifications and approval will be needed for any highway works (including temporary works of any nature) required during the construction of the development. Please note that unauthorised work on the highway is an offence.

Temporary use of the public highway

- The developer is advised that if construction materials are proposed to be kept on the highway during construction works then they will need to apply for a licence from the Council. If the developer required scaffolding, hoarding or mobile cranes to be used on the highway, a licence is required and Street Management should be contacted to make the necessary arrangements. Please note that unauthorised use of the highway for construction works is an offence.

Surface water management

- The developer is advised that surface water from the development in both its temporary and permanent states should not be discharged onto the highway. Failure to prevent such is an offence.

- 2 Statement Required by Article 35(2) of the Town and Country Planning (Development Management) Order 2015: No significant problems were identified during the consideration of the application, and therefore it has been determined in accordance with paragraph 38 of the National Planning Policy Framework.
- 3 The proposal is liable for the Mayor of London Community Infrastructure Levy (CIL). The Mayoral CIL levy rate for Havering is £25/m² and is chargeable for each additional square metre of residential gross internal (GIA). Based upon the information supplied with the application, £15,747.5 would be payable due to result in a new residential property with 628.8m² of GIA, however this may be adjusted subject to indexation.

The proposal is also liable for Havering Council's CIL. Havering's CIL charging rate for residential is £125/m² (Zone A) for each additional square metre of GIA. Based upon the information supplied with the application, £78,737.5 would be payable, subject to indexation.

These charges are levied under s.206 of the Planning Act 2008. CIL is payable within 60 days of commencement of development. A Liability Notice will be sent to the applicant (or anyone else who has assumed liability) shortly and you are required to notify the Council of the commencement of the development before works begin. Further details with regard to CIL are available from the Council's website. You are also advised to visit the planning portal website where you can download the appropriate document templates at <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

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

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

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

www.planning.inspectorate.gov.uk

2. When submitting the completed appeal form to the Planning Inspectorate, 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.

Form: Notice of Payment of Contributions and Fees

Please ensure there is a separate form for each payment being made.
Monies must be paid by TT or by BACS to the Council.

This Form must be served not less than 5 Working Days before payment is to be made.

Planning Application Reference	
Deed dated:	
Owner's details: Site Address:	
Contribution Description: Relating to Clause/Paragraph: Date on which amount is due:	
Amounts to be paid 1.Contribution: 2.Indexation Amount: Period from -to 4.Interest Amount (if any): Period from – to	
Total to be paid:	
Dated Signed by or on behalf of the Owner:	

Please return to:

Schedule 4

Parking Permit Restrictions

The Owner Covenants to the Council under the power granted by section 16 of the London Greater Powers (General Powers) Act 1974 in relation to all Controlled Parking Zones surrounding and within the Development to:

- 1 Waive all and any rights and entitlements to be granted a Parking Permit (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 2 To ensure that all advertising relating to the availability of any Residential Unit clearly states that:
 - (a) the person acquiring or Occupying the Residential Unit is not to apply to the Council for a Parking Permit (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
 - (b) the person Occupying the Residential Unit shall not be eligible to be granted a Parking Permit; and
 - (c) the Council would refer to the provisions of this clause in its refusal to grant a Parking Permit
- 3 Prior to first Occupation of each Residential Unit to provide the Council a list of the new addresses with full address information at the Development and a plan of those new addresses.
- 4 The Owner covenants not to include in any lease, licence or tenancy agreement of any Residential Unit a right to a Parking Permit and to produce to the Council on reasonable request a copy of any such lease, licence or tenancy agreement.