

DATED

26 March

2013

THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

AND

PERSIMMON HOMES LIMITED

AGREEMENT

**Under section 106 of the Town and Country Planning Act 1990
Land to the south of Orwell Close, Biddick Hall, South Shields**

**Mike Harding
Head of Legal Services
South Tyneside Council
Town Hall and Civic Offices
Westoe Road
South Shields
Tyne and Wear**

Ref: PSM/L/12805

THIS AGREEMENT is made on

26 March

2013

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE** of Town Hall & Civic Offices, Westoe Road, South Shields, Tyne & Wear, NE33 2RL ("the Council"); and
- (2) **PERSIMMON HOMES LIMITED** (company number 04108747) whose registered office is at Persimmon House, Fulford, York, YO19 4FE ("the Developer");

BACKGROUND

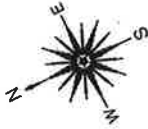
- A. For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement.
- B. The Council is the freehold owner of the Site free from encumbrances that would prevent the landowner entering into this Agreement
- C. On 21 November 2012 the Developer entered into a contract to buy the Site.
- D. The Developer has submitted the Planning Application to the Council and the parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement will run with the land and bind successors in title.
- E. On 11 March 2013 the Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1. In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	The Town and Country Planning Act 1990
"Commencement Date"	The date specified in clause 3.1
"Commencement of Development"	The commencement of the Development by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and the words "Commence the Development" or "Commenced" shall be construed in the same way.
"Development"	The development of the Site as described in the Planning Application for the erection of 148 no. dwellings with associated infrastructure and landscaping.
"the Plan"	The plan attached to this agreement with drawing number 266/A/GA/001 Rev B.
"Planning Application"	The application for full planning permission for the carrying out of the Development and carrying the reference ST/1739/12/FUL.
"Planning Permission"	The planning permission to be granted for the Development carrying the reference



● Denotes Affordable Units
 Persimmon Homes Affordable Unit(s):

SCHEDULE OF ACCOMMODATION

HOUSING TYPE	NO.	SQ. FT.
2 BED TERRACE	210	611 sq. ft.
3 BED SEMI/DET	240	840 sq. ft.
3 BED SEMI/DET	270	870 sq. ft.
3 BED SEMI/TER	330	839 sq. ft.
3 BED DET	280	859 sq. ft.
4 BED DET	280	1050 sq. ft.
4 BED DET	170	720 sq. ft.

TOTALS
 1400
 = 13,230 sq. ft.
 SITE AREA
 = 278 ACRES
 COVERAGE
 = 4.7%
 = 1,5708 sq. ft. per acre.

NO.	DATE	BY
8	22.03.13	BT
A	01.02.13	BT
B		BT

DATE: 22.03.13
 BY: BT

DATE: 01.02.13
 BY: BT

DATE: [blank]
 BY: BT

CONTRACT NO: 266/A/GA/001
 DATE: SEPT 2010
 SCALE: 1:500
 TITLE: Development of :-
**Biddick Hall
 South Shields**



PERSIMMON HOMES
 PERSIMMON HOMES NORTH EAST LTD
 PERSIMMON HOUSE
 CLASPER WAY
 SWALWELL
 NEWCASTLE UPON TYNE
 NE16 3BE

Tel: 0191 4980011 Fax: 0191 4981211
 WRITTEN DIMENSIONS TO BE TAKEN IN
 ACCORDANCE WITH THE DIMENSIONING
 ALL DIMENSIONS TO BE CHECKED ON
 SITE AND ANY DISCREPANCIES
 REPORTED IMMEDIATELY.



site that is subject to the Planning Application and does not result in any increase or decrease in the overall number of dwellings to be constructed on the site from the overall number of 148 no. dwellings that are the subject of the planning application.

	ST/1739/12/FUL set out substantially in the form of that contained in Schedule 1.
"Site"	The freehold land on the south side of Orwell Close, Biddick Hall, South Shields registered at the Land Registry under the Title Numbers and shown for identification edged in red on the Plan.
"Title Numbers"	TY414580 and TY502609.

1.2. In this Agreement:

1.2.1. the clauses do not affect its interpretation;

1.2.2. unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3. references to any statute or statutory provision include references to:

1.2.3.1. all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.3.2. any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4. references to the Site include any part of it;

1.2.5. references to any party in this Agreement include the successors in title of that party and references to the

Council include any successor local planning authority exercising planning powers under the 1990 Act;

- 1.2.6. "including" means "including, without limitation";
- 1.2.7. any covenant by the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8. where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.9. if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.3. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **EFFECT OF THIS AGREEMENT**

2.1. This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.

2.2. To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers.

2.3. Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.

2.4. This Agreement will be registered as a local land charge by the Council.

2.5. Save in respect of the provisions of Schedule 2 paragraph 3 which shall remain enforceable against the separate legal estates of the Affordable Housing Units to which such covenants apply, the provisions of the Agreement shall not be enforceable against owner-occupiers or tenants of any Dwellings nor against those deriving title from them

3. **COMMENCEMENT DATE**

3.1. Subject to clause 3.2, the obligations contained in this Agreement will come into effect on the date the development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act.

3.2. The Commencement Date will not be triggered by any of the following operations:

3.2.1 site investigations or surveys;

3.2.2 site decontamination;

3.2.3 the demolition of any existing buildings or structures;

3.2.4 the clearance or re-grading of the Site;

3.2.5 works connected with infilling; or

3.2.6 works for the provision of drainage or mains services to prepare the Site for development including service diversions.

3.2.7 Works for construction of boundary fencing or hoarding.

3.2.8 Archaeological investigations.

4. **OBLIGATIONS OF THE DEVELOPER**

4.1. The Developer agrees with the Council to comply with the obligations set out in Schedule 2 in relation to the Development.

4.2. No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 4.2.

5. **NOTICES**

5.1. Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

5.2. Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

5.3. Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

5.3.1. if delivered by hand, at the time of delivery;

5.3.2. if sent by post, on the second working day after posting; or

5.3.3. if sent by recorded delivery, at the time delivery was signed for.

5.4. If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

- 5.5. For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

6. **COSTS OF THIS AGREEMENT**

- 6.1. Upon completion of this Agreement the Developer is to pay to the Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement.

7. **DETERMINATION OF DISPUTES**

- 7.1. Subject to clause 7.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 7. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 7.2. For the purposes of this clause 7 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 7.3. Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 7.4.
- 7.4. Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the

right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or the next most senior available officer of the Law Society.

7.5. The Specialist is to act as an independent expert and:

7.5.1. each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;

7.5.2. each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;

7.5.3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

7.5.4. the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

7.5.5. the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

7.5.6. the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.

7.6. Responsibility for the costs of referring a dispute to a Specialist under this clause 7, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

7.7. This clause 7 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

8. **JURISDICTION**

8.1. This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

8.2. The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the Council who retain the right to sue the Developer and enforce any judgment against the Developer in the courts of any competent jurisdiction.

9. **EXECUTION**

9.1. The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1
Planning Permission



South Tyneside Council

DRAFT NOTICE OF GRANT OF PLANNING PERMISSION

Town and Country Planning Act 1990

Town and Country Planning (Development Management Procedure) Order 2010

Contact Name and Address:

Persimmon Homes
2 Esholme
Sir Bobby Robson Way
Great Park
Newcastle upon Tyne
NE13 9BA

Application No: ST/1739/12/FUL

Date of Issue: 21/03/2013

FAO Mr D Smith

In pursuance of their powers under the above mentioned Acts, South Tyneside Council as Local Planning Authority hereby **GRANT** planning permission for the following:

PROPOSAL: Proposed construction of 148no. dwellings with associated infrastructure and landscaping.

LOCATION: Land South of Orwell Close, South Shields

In accordance with your application dated 02 November 2012

SUBJECT TO THE FOLLOWING CONDITION(S) AND REASON(S):

- 1 The development to which this permission relates must be commenced not later than 3 years from the date of this permission.

As required by Section 91 of the Town and Country Planning Act 1990 and to ensure that the development is carried out within a reasonable time.

- 2 The development shall be carried out in accordance with the approved plan(s) as detailed below

Drg no. 266/A/GA/001 (rev A) received 01-02-2013
Drg no. 266-ATR-01 (rev A) received 01-02-2013
Drg no. 5576-91-001 received 21-11-2012
Drg no. 2004/A/GAR/001 received 23-01-2013
Drg no. 2004/A/GAR/002 received 23-01-2013
Drg no. BHSS/A/GA/003 received 21-11-2012
Drg no. HT-WD01 (rev J) received 21-11-2012
Drg no. RF-WD01 (rev K) received 21-11-2012
Drg no. ML-WD01 (rev F) received 21-11-2012
Drg no. RS-WD01 (Rev K) received 21-11-2012
Drg no. HB-WD01 (Rev L) received 21-11-2012
Drg no. LY-WD01 (Rev E) received 21-11-2012
Drg no. 2004/A/SWA2/001 (Rev C) received 21-11-2012

Any minor material changes to the approved plans will require a formal planning application under S73 of the Town and Country Planning Act 1990 to vary this condition and substitute alternative plans.

In order to provide a procedure to seek approval of proposed minor material change which is not substantially different from that which has been approved.

- 3 No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 100 year critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

To prevent the increased risk of flooding, both on and off site in accordance with the South Tyneside Local Development Framework Policy DM1(k).

- 4 Prior to development above foundation level samples and details of all external materials for each dwelling type, including all hard surfacing shall be submitted to the local planning authority and approved in writing. All works shall be carried out in accordance with the approved details.

To ensure a satisfactory standard of development and in the interests of visual amenity in accordance with the South Tyneside Council Local Development Framework policy DM1(A).

- 5 Prior to the commencement of construction of any dwelling, detailed drawings or other specifications relating to the boundary treatments, including those to common boundaries with existing residents, shall be submitted to and approved in writing by the Local Planning Authority. All works shall be carried out in accordance with the approved details.

To ensure a satisfactory standard of development and in the interests of visual amenity in accordance with the South Tyneside Council Local Development Framework policy DM1(A).

- 6 Notwithstanding the information already submitted, the construction of any dwelling shall not be commenced until a landscaping scheme for the site in its entirety, including details of both hard and soft landscaping, has been submitted to and approved in writing by the Local Planning Authority. The submitted scheme shall include the type, height, species and location of all new trees and shrubs as well as any proposed seeding, turfing, hard surfacing materials and the formation of any banks or slopes etc. and provision of walls, hedges, fences and other means of enclosure. The scheme shall include herb-rich grassland, native and locally sourced trees and areas of open ground suitable for badger foraging.

Any newly planted tree or shrub that is removed, dies or becomes seriously damaged or diseased within a period of 5 years from the completion of the total scheme shall be replaced not later than the next planting season after the loss or damage has been identified, by others of similar size and species (unless otherwise agreed in writing by the Local Planning Authority).

To ensure a satisfactory standard of development, mitigate adverse impacts on biodiversity and to provide any appropriate screening in accordance with South Tyneside Local Development Framework Policy DM1(A, and D).

- 7 No house shall be occupied until a schedule of maintenance of the landscaping scheme, has been submitted to and approved in writing by the Local Planning Authority. The schedule shall include details of the management responsibility for maintenance, the duration, frequency, and operations to be undertaken and arrangements for its implementation and details of the replacement policy for damaged or diseased plants. The approved landscape scheme (in pursuance of condition no. 6) shall be maintained in accordance with the approved schedule.

To ensure a satisfactory standard of development, mitigate adverse impacts on biodiversity and to provide any appropriate screening in accordance with South Tyneside Local Development Framework Policy DM1(A, and D).

- 8 Where site clearance works are to be carried out within the breeding season (March to August) a pre-works checking survey for bird breeding activity (conducted by a trained ornithologist) to demonstrate there is no breeding activity shall be submitted to and approved in writing by the local planning authority before the commencement of development.

To ensure the protection and enhancement of the important environmental assets of the borough in accordance with Policy DM7 of the South Tyneside Local Development Framework.

- 9 No house shall be occupied until the following details are submitted and agreed in writing by the Local Planning Authority to accord with paragraph D4 of the applicant's report entitled 'An Extended Phase 1 Survey of Land at Low Biddick, Biddick Hall, South Tyneside' received 04/01/2013.

1) Lighting plan showing type, spread and lux levels to demonstrate minimisation of light spill on the southern and eastern boundaries of the development to ensure a sympathetic lighting scheme for wildlife.

All works shall be completed in accordance with these details and implemented in full before the installation of the street lighting.

To ensure the protection and enhancement of the important environmental assets of the borough in accordance with Policy DM7 of the South Tyneside Local Development Framework.

- 10 Development shall not commence until

A working method statement to protect badgers from the potential hazards during site clearance and the development phase (e.g. open excavations entrapping foraging badgers) is submitted and agreed in writing by the Local Planning Authority.

All works shall be completed in accordance with these details and implemented in full before the commencement of development.

To ensure the protection and enhancement of the important environmental assets of the borough in accordance with Policy DM7 of the South Tyneside Local Development Framework.

11 Development shall not commence until

A detailed assessment of the impacts of the development on wild birds and a mitigation plan to include details of how to reduce the impacts and improve the development site for birds (e.g. bird boxes, planting) is submitted and agreed in writing by the Local Planning Authority.

All works shall be completed in accordance with these details and implemented in full before the first occupation of the first dwelling.

To ensure the protection and enhancement of the important environmental assets of the borough in accordance with Policy DM7 of the South Tyneside Local Development Framework.

12 Notwithstanding the details already submitted, a specification, detailed proposal including the means to prevent unauthorised vehicle access to the public open space to the east of the site and timescales for the proposed works to upgrade the bridleway across the application site, as shown on drawing no.'s 266/A/GA/001 received 01/02/2013 and 5576-91-001 received 21/11/2012, shall be submitted to and agreed in writing by the local planning authority before occupation of the first dwelling. All works shall be completed in accordance with these details and implemented within the approved timescales.

To achieve a satisfactory standard of development, and in the interests of highway safety, in accordance with South Tyneside Local Development Framework Policy DM1.

13 Notwithstanding the information already submitted as part of these proposals, an investigation and risk assessment must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include (i) a survey of the extent, scale and nature of contamination; (ii) an assessment of the potential risks to human health, property (existing or proposed) and (iii) an appraisal of remedial options, and proposal of the preferred option(s). This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

To protect the future occupiers of the development from any potential contaminants that may exist on site in the interests of environmental safety and residential amenity in accordance with South Tyneside Local Development Framework Policy DM1(m).

14 A Detailed Remediation Strategy for the proposed remedial works shall be submitted to, and approved in writing by the Local Planning Authority prior to commencing remedial works. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and

site management procedures. 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.

To protect the future occupiers of the development from any potential contaminants that may exist on site in the interests of environmental safety and residential amenity in accordance with South Tyneside Local Development Framework Policy DM1(m).

- 15 Following completion of measures identified in the approved Remediation Strategy, a Verification Report (also known as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority prior to the site being occupied. Unless otherwise agreed in writing by the Local Planning Authority.

To protect the future occupiers of the development from any potential contaminants that may exist on site in the interests of environmental safety and residential amenity in accordance with South Tyneside Local Development Framework Policy DM1(m).

- 16 In the event that contamination is found at any time when carrying out the approved development that was not previously identified, it must be reported in writing immediately to the Local Planning Authority. Sufficient detail should be provided identifying how the unexpected contamination will be dealt with.

To protect the future occupiers of the development from any potential contaminants that may exist on site in the interests of environmental safety and residential amenity in accordance with South Tyneside Local Development Framework Policy DM1(m).

- 17 Development shall not commence until a programme of archaeological fieldwork (to include evaluation and where appropriate mitigation excavation) has been completed, or if not completed, a programme of phased works (of mitigation excavation) following the completion of preliminary fieldwork (preliminary trenching) has been agreed in writing by the Local Planning Authority. This shall be carried out in accordance with a specification provided by the Local Planning Authority.

The site is located within an area identified as being of potential archaeological interest. The investigation is required to ensure that any archaeological remains on the site can be preserved wherever possible and recorded, in accordance with Development Management Policy DM6.

- 18 The results of the preliminary fieldwork (preliminary trenching), in pursuance of condition 17, shall be submitted to the LPA within three weeks of the completion of the preliminary fieldwork (preliminary trenches). In the event that full archaeological excavation (mitigation excavation) is required the final report of the results of the archaeological fieldwork undertaken, in pursuance of condition no. 17, shall be submitted to the Local Planning Authority within 6 months of the completion of the full archaeological fieldwork.

The site is located within an area identified as being of potential archaeological interest. The investigation is required to ensure that any archaeological remains on the site can be preserved wherever possible and recorded, in accordance with Development Management Policy DM6.

- 19 Where archaeological excavation (mitigation excavation) is required and the developer seeks to commence work elsewhere on site before undertaking this excavation, no ground works or development work shall take place until temporary fencing has been erected to exclude the archaeological excavation area from development in accordance with a specification agreed with the Local Planning Authority.

The site is located within an area identified as being of potential archaeological interest. The exclusion fencing is required to ensure that any archaeological remains on the site are protected from damage from construction machinery, in accordance with Development Management Policy DM6.

- 20 Those dwellings having elevations facing the rail / metro line (plots 78-80, 82-95 and 113-116) shall be constructed with an enhanced glazing specification to habitable room windows and external entrance doors (spec: 10mm/12mm/6mm sealed double glazed units) or an alternative glazing configuration giving equivalent noise reduction performance, acoustic trickle vents to window units, or a suitable alternative treatment to the walls to provide ventilation and roof and ceiling construction methods/specifications recommended in the submitted Noise Assessments (ref: NVA Acoustics reports no. 246.1/2 September 2012 and 246.1:1 August 2003).

To safeguard the occupiers of the new dwellings from potential undue noise disturbance generated by the metro/railway line (and having regard to the submitted noise assessment) in accordance with Local Development Framework policies EA5 and DM1.

- 21 No construction or associated works or deliveries of materials shall take place outside the hours of 7:30am - 6pm Monday to Friday and 8am - 1pm Saturdays and no such works or deliveries shall be carried out at any time on Sundays or Bank Holidays.

To safeguard the amenity of the nearby residents, in accordance with South Tyneside Local Development Framework Policy DM1.

- 22 Prior to the commencement of development, details of the siting of materials storage areas, site cabins and employee car parking, gates and security to the site and details of proposed vehicle wheel washing facilities shall be submitted to and approved in writing by the Local Planning Authority. All works shall be implemented in accordance with these details.

To ensure that the constructional activities associated with the proposed development are taken into account and their affects on the surrounding area and the amenity of the nearby residents, in accordance with South Tyneside Local Development Framework Policy DM1.

- 23 Within 6 months of the occupation of the final dwelling a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall be based upon the Travel Plan Framework submitted with the application and produced in consultation with the Council's Travel Plan Officer. The Travel Plan shall include;

- a) An assessment of the site, including transport links to the site, on-site facilities, any transport issues and problems, barriers to non-car use and possible improvements to encourage walking, cycling and bus use etc.
- b) The results from a survey to see how residents travel to and from the approved development.
- c) Clearly defined objectives, targets and indicators,
- d) Details of proposed measures,
- e) Detailed timetable for implementing measures,
- f) A plan for monitoring and reviewing the effectiveness of the travel plan and reporting the results to the Local Authority.
- g) Proposals for maintaining momentum and promoting success.

Once the Travel Plan has been approved by the Local Planning Authority, the Travel plan shall be implemented and all agreed targets and objectives shall be met in accordance with the approved Action plan timetable. Thereafter the Travel plan shall continue to be implemented, monitored and updated on an annual basis in accordance with the approved details.

In the interests of securing sustainable travel patterns in accordance with South Tyneside Local Development Framework Policies DM1 and A1.

- 24 Prior to the commencement of development details of arrangements for refuse and recycling container collection locations for plots 10-15, shall be submitted to and approved in writing by the Local Planning Authority and subsequently implemented in accordance with the approved details before the plots are occupied.

To achieve a satisfactory standard of development, and in the interests of highway safety, in accordance with South Tyneside Local Development Framework Policy DM1.

NOTES TO APPLICANT:

For the avoidance of doubt this decision relates to the following plans and/or specifications:

Design and Access Statement received 27/11/2012
Drg No. 5576-91-001 received 21/11/2012
Drg No. 2004/A/SWA2/001 Rev C received 21/11/2012
Drg No. BHSS/A/GA/003 received 21/11/2012
Drg No. BHSS/A/GA/001 received 21/11/2012
Drg No. RF-WD01 Rev K received 21/11/2012
Drg No. RS-WD01 Rev K received 21/11/2012
Drg No. ML-WD01 Rev F received 21/11/2012
Drg No. LY-WD01 Rev E received 21/11/2012
Drg No. HT-WD01 Rev J received 21/11/2012
Drg No. HB-WD01 Rev L received 21/11/2012

1 SUMMARY OF REASON TO GRANT

The Local Planning Authority is of the opinion that the proposed development gives rise to no material harm in terms of its scale and design, impact on the host property, general character of the area (including street scene), amenities of the neighbour, ecology, biodiversity, flood risk, archaeology, pollution, or highway safety.

It accords with the relevant Local Development Framework Core Strategy and Development Management (DM) policies that relate to its determination, together with any relevant Supplementary Planning Documents (SPDs), (as listed below) and there are no material considerations that indicate that the decision of the Local Planning Authority should be made to the contrary.

LDF CS ST1 - Spatial Strategy for South Tyneside
LDF CS ST2 - Sustainable Urban Living
LDF CS A1 - Improving Accessibility
LDF CS SC1 - Creating Sustainable Urban Areas
LDF CS SC3 - Sustainable Housing Provision
LDF CS SC4 - Housing Needs, Mix and Affordability
LDF CS SC6 - Providing for Recreational Open Space, Sport and Leisure
LDF CS EA3 - Biodiversity and Geodiversity
LDF CS EA5 - Environmental Protection
SA2 - Improving Physical Accessibility and Transport Infrastructure
SA7 - Green Infrastructure and Recreational Opportunities
SA9 - Living in South Tyneside - New Housing Opportunities
DM1 - Management of Development
DM6 - Heritage Assets and Archaeology
DM7 - Biodiversity and Geodiversity Sites
DM8 - Mineral Safeguarding and Management of Extraction

SPD1 - Sustainable Construction & Development - Adopted August 2007
SPD3 - Open Space Strategy
SPD4 - Affordable Housing - Adopted August 2007
SPD5 - Planning Obligations & Agreements - Adopted October 2008
SPD6 - Parking Standards
SPD7 - Travel Plans

- 2 In dealing with this application the Council has implemented the requirements of the National Planning Policy Framework (paragraphs 186 & 187) to seek to approve applications for sustainable development where possible.

- 3 ALL DEVELOPMENTS WITHIN COALFIELD STANDING ADVICE AREAS

The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining feature is encountered during development, this should be reported to The Coal Authority.

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority.

Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com

- 4 NOTE TO APPLICANT

An agreement under Section 220 of the Highways Act is required from the Council as Highways Authority. Also a section 38 agreement for the new highway works to become adopted would be required. Both of these agreements would need to be progressed by contacting the Council's Adoption Engineer on 0191 4247507 PRIOR to development taking place on site.

5 NOTE TO APPLICANT

Advice from Network Rail

All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.

Method statements may require to be submitted to Network Rail's Asset Protection Project Manager at the below address for approval prior to works commencing on site. Where appropriate an asset protection agreement will have to be entered into. Where any works cannot be carried out in a "fail-safe" manner, it will be necessary to restrict those works to periods when the railway is closed to rail traffic i.e. "possession" which must be booked via Network Rail's Asset Protection Project Manager and are subject to a minimum prior notice period for booking of 20 weeks. Generally if excavations/piling/buildings are to be located within 10m of the railway boundary a method statement should be submitted for NR approval.

Once planning permission has been granted and prior to the commencement of any works on site, developers must contact Network Rail to inform them of their intention to commence works. This must be undertaken a minimum of 6 weeks prior to the proposed date of commencement. Please contact the Asset Protection Project Manager at the address below.

Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary. We would wish to be involved in the approval of any landscaping scheme adjacent to the railway. Where landscaping is proposed as part of an application

6 NOTE TO APPLICANT

Private street lighting to serve plots 10-15 cannot be attached to the public street lighting columns and a separate connection will be required.

7 NOTE TO APPLICANT

Japanese knotweed is present within the area of vegetation, east of the application site. The applicant should be aware of its proximity to the development site and the risk of spread through works including digging and, driving over. Should the works come within 3m of any Japanese knotweed, the applicant must adhere to the recommendations and working methods contained within the appendices E of the applicant's report entitled 'An Extended Phase 1 Survey of Land at Low Biddick, Biddick Hall, South Tyneside' received 04/01/2013.

Gordon Atkinson

Gordon Atkinson
Planning Manager

Your attention is drawn to the attached schedule of notes which form part of this notice

DRAFT

NOTES

- 1 This certificate is issued under the Town and Country Planning Acts, Regulations and Orders and does not constitute a permission, approval or consent by South Tyneside Council for any other purpose whatsoever. Applications must therefore be made to the appropriate Departments of the Council for any other permission, approval or consent (including Building Regulations approval or approval of South Tyneside Council as ground landlord where appropriate) which may be necessary in connection with the proposed development or anything incidental thereto, or the use to be made of the premises which form the subject of such development.
- 2 You may also require permissions, approvals or consents under other legislation, or from bodies other than South Tyneside Council. This could include works affecting a public sewer, gas main, or electricity line, works within the adopted highway, works affecting a public right of way, property covenants, legislation relating to disabled persons, land drainage consent, waste management consent, scheduled monument consent or works affecting protected habitats or species.
3. Any non-material change to the approved plan(s) that form part of this permission would require the submission of an application for a non-material change under section 96A of the Town and Country Planning Act 1990. Whether changes to a proposed development are considered non-material is a matter for Planning Authority discretion.
- 4 The approved development should be implemented in strict compliance with all of the planning conditions, and in particular any which require details to be approved prior to the commencement of the development. Failure to do so may result in any commencement of development being unauthorised, which could be liable to enforcement action.
- 5 If you wish to change, or not comply with, any of the planning conditions attached to the permission, then you will need to submit a new application for planning permission under section 73 of the Town and Country Planning Act 1990. This does not affect your statutory rights of appeal against any of the planning conditions. This includes if you wish to not comply with a condition attached to a permission which details the approved plan(s), so as to make a minor material change to the approved plan(s). A minor material change is defined as one whose scale and nature results in a development that is not substantially different from that which has been approved.
- 6 Your attention is drawn to your responsibilities under the Chronically Sick and Disabled Persons Act 1970 and the Disability Discrimination Act 1995 relating to disabled persons, to ensure that adequate attention has been paid to their needs. If the proposed development involves new or existing buildings to which the public are to be admitted, or offices, shops, railway premises, factories or educational buildings, provision should be made for the means of access, parking and sanitary conveniences to meet the needs of disabled people. In addition, appropriate signposting of the facilities should be provided. In carrying out these statutory obligations your attention is drawn to the "Code of Practice for Access for the Disabled to Buildings" (BS5810:1979). You are advised to seek professional advice to ensure that you meet your legal obligations under the Disability Discrimination Act 1995, especially with regard to Part III thereof.

APPEALS TO THE SECRETARY OF STATE

7 Only the applicant possesses the right of appeal.

If you are aggrieved by the decision of the Local Planning Authority to grant permission subject to conditions, then you may appeal to the Secretary of State for Communities and Local Government in accordance of section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority without the conditions they imposed, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.

Appeals can be made online using the Planning Inspectorates planning appeal service through the Planning Portal at www.planningportal.gov.uk/pcs. You must use a standard Planning Appeal Form when making your appeal. Please be aware that details of planning appeals are available on the internet and may include a copy of the original planning application form and relevant supporting documents supplied to ourselves, either by you, or your agent, together with the completed appeal form, and information that you submit to the Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More information about data protection and privacy matters is available on the planning portal website.

Alternatively if you do not wish to submit your appeal electronically, a form is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. email: enquiries@planning-inspectorate.gsi.gov.uk. Please note that you must state the appeal form that you require.

PURCHASE NOTICES

- 8 If permission to develop land is granted subject to conditions, whether by South Tyneside Council as local planning authority or by the Secretary of State for Communities and Local Government, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council, requiring the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

SCHEDULE 2
The Developer's Obligations

1. **Defined terms**

In the Schedules to this Agreement, the following words and expressions have the following meanings:

"Affordable Housing Commuted Sum"	the sum of £342,000.00 towards the provision of off-site affordable housing within the Borough of South Tyneside.
"Affordable Housing Units"	the 18 dwellings shown marked with orange dots on the Plan together with the full curtilage of each dwelling.
"Affordable Rent Housing"	the tenure type described as "Affordable Rent" in the Department for Communities and Local Government and Homes and Communities document entitled "2011-2015 Affordable Homes Framework" and which is subject to rent controls that require a rent payable of no more than eighty per cent of the local market rent (inclusive of service charge) for houses of a similar size and location.
"Chargee"	any mortgagee or chargee of a Registered Provider lawfully exercising its power of sale in respect of the Site, or one or more of the Affordable Housing Units.

"Dwellings"

all dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission and "Dwelling" shall be construed accordingly.

"Market Housing Unit"

means all those Dwellings that do not also happen to comprise Affordable Housing Units as defined for the purposes hereof

"Nomination Agreement"

an agreement in substantially the same form as the draft contained in Schedule 3 of this Agreement or in such other form as may subsequently come to be agreed in writing between the Developer or those deriving title from the Developer and the Council.

"Occupation"

occupation of any Dwelling comprised within the Development for the purpose authorised by the Planning Permission and for the avoidance of doubt shall not include occupation for the purpose of constructing, fitting out or marketing of the Development, and "Occupy" shall be construed accordingly.

"Play Space Contribution"

the sum of £88,388.80 for the provision and / or improvement of play spaces within the Borough of South Tyneside

"Playing Pitches Contribution"

the sum of £25,724 to be used towards the provision and / or improvement of playing pitches within the Borough of South Tyneside.

**“Protected
Tenant”**

a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the Right to Acquire created by s.16 of the Housing Act 1996 or the Preserved Right to Buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes.

“Registered Provider”

A Council approved non-profit registered provider of social housing or a registered social landlord within the meaning of Part 1 of the Housing Act 1996 or such other body or organisation which is either registered as a Registered Provider of social housing pursuant to section 112 of the Housing and Regeneration Act 2008 or is eligible to receive a Social Housing Grant (as defined in section 18 of the Housing Act 1996).

**“Revised Nomination
Agreement”**

any replacement for the Nomination Agreement which is designed to be used generally within the Borough of South Tyneside and which the Council reasonably requires a Registered Provider to enter into, PROVIDED THAT:

1. The Council has first consulted the Registered Provider in relation to the terms of the document; and

2. If the Registered Provider has objected to those terms and this objection has not been withdrawn, then any issue of dispute shall first be resolved by reference to the procedure set out in clauses 7.1 to 7.7 of this Agreement, which process shall determine the final provisions of that document PROVIDED THAT the Council may withdraw the Revised Nomination Agreement and revert to the existing document at any time before it is signed by the parties.

"Road Safety Works Payment"

the sum of £2,000.00 to enable the Council to review the road safety scheme in the area and to cover the costs of making any road traffic regulation orders it considers necessary.

"Strategic Transport Improvements Contribution"

the sum of £37,000.00 towards transport and infrastructure improvements within the Borough of South Tyneside.

2 Affordable Housing Commuted Sum

- 2.1 The Developer covenants to pay the Council the Affordable Housing Commuted Sum in three equal instalments:
- 2.2 £114,000 (One Hundred and Fourteen Thousand Pounds) on or before Occupation of 40 Dwellings; and
- 2.3 £114,000 (One Hundred and Fourteen Thousand Pounds) on or before Occupation of 80 Dwellings; and

2.4 £114,000 (One Hundred and Fourteen Thousand Pounds) on or before Occupation of 120 Dwellings.

3 On site Affordable Housing Units

3.1 The Developer covenants not to Occupy (or cause or permit Occupation of) any of the Affordable Housing Units at any time other than for Affordable Rent Housing save that this obligation shall not be binding on:

3.1.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title thereto and their respective mortgagees and chargees;

3.1.2 any Chargee; or

3.1.3 any purchaser from a mortgagee of an individual Affordable Housing Unit.

3.2 On or before Occupation of the 116th Market Housing Unit (or in accordance with such other time frame as shall be agreed in writing by the Council such agreement not to be unreasonably withheld or delayed,) the Developer shall enter in to a legally binding contract with a Registered Provider for sale by the Developer to and the acquisition by the Registered Provider of the Affordable Housing Units or that part of the Site on which the Affordable Housing Units are to be constructed, or alternatively the Developer shall have completed the construction on the Site of the Affordable Housing Units to shell and core stage.

3.3 Before allowing the Occupation of any Affordable Housing Unit the Registered Provider shall enter into a Nomination Agreement. On the written request of the Council the Registered Provider shall also enter into any Revised Nomination Agreement.

3.4 The Council shall have nomination rights in respect of the Affordable Housing Units in accordance with the Nomination Agreement.

4 Playing Pitches Contribution

- 4.1 The Developer shall pay the Playing Pitches Contribution to the Council in accordance with the provisions of paragraphs 4.2 and 4.3 hereof.
- 4.2 £12,862 shall be paid to the Council no later than the Occupation of the 30th Market Housing Unit.
- 4.3 A further £12,862 shall be paid to the Council no later than the Occupation of the 60th Market Housing Unit

5 Play Space Contribution

- 5.1 The Developer shall pay the Play Space Contribution to the Council in accordance with the provisions of paragraphs 5.2 and 5.3 hereof.
- 5.2 £44,194.40 shall be paid to the Council no later than the Occupation of the 30th Market Housing Unit.
- 5.3 A further £44,194.40 shall be paid to the Council no later than the Occupation of the 60th Market Housing Unit

6 Strategic Transport Improvements Contribution

- 6.1 The Developer shall pay the Strategic Transport Improvements Contribution to the Council in accordance with the provisions of paragraphs 6.2 and 6.3 hereof.
- 6.2 £18,500 shall be paid to the Council no later than the Occupation of the 30th Market Housing Unit.
- 6.3 A further £18,500 shall be paid to the Council no later than the Occupation of the 60th Market Housing Unit.

7 Road Safety Works Payment

- 7.1 The Developer shall pay the Road Safety Works Payment to the Council on the Commencement Date.

SCHEDULE 3

Nomination Agreement

THIS AGREEMENT is made

201[]

BETWEEN—

- (1) **THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE**, whose principal offices are at the Town Hall & Civic Offices, Westoe Road, South Shields, Tyne & Wear, NE33 2RL ('the Council'); and
- (2) **[Insert Registered Provider details]** ("the Company");

1. **BACKGROUND**

- 1.1 This Nomination Agreement is entered into further to the requirements of a planning obligations agreement under section 106 of the Town and Country Planning Act 1990 between (1) The Council of the Borough of South Tyneside and (2) Persimmon Homes Limited dated
- 1.2 The Council reserves the right to update the form of this Nomination Agreement and may require the Company to enter into a Revised Nomination Agreement.
- 1.3 The Council operates a choice based lettings allocation scheme 'Your Choice' and all nominations will be made in accordance with this scheme or any replacement scheme.

2. **TRUE VOIDS**

- 2.1 True Voids Comprise:
 - 2.1.1 voids within new build / newly built rehabilitated schemes;
 - 2.1.2 voids created where a tenant moves to another landlord where no reciprocal arrangements exist;
 - 2.1.3 voids created by the death of a tenant where there is no statutory right to succeed;
 - 2.1.4 voids created because of a transfer to another borough (unless the transfer is due to harassment or domestic violence);
 - 2.1.5 voids created by a tenant buying their own property in the private sector;
 - 2.1.6 voids created by eviction or abandonment of a property; and
 - 2.1.7 voids created because of a permanent decant, unless the property is re-let to a tenant who is being decanted.

3. **NON-TRUE VOIDS**

3.1 Non True Voids comprise:

3.1.1 voids created as the result of a tenant transfer where the tenant is moving within the borough in which the previous tenancy was situated;

3.1.2 voids created because of a tenant transfer where the tenant is moving to a void owned by the same Housing Association within the district provided that the cross-borough transfer is being carried out because of racial or sexual harassment, domestic violence or extreme social need where the support of relatives is deemed essential; and

3.1.3 voids created by a decanted tenant who is returning.

4. **NOMINATION RIGHTS**

4.1 The Council shall have nomination rights in respect of 100% of the new build lets and 50% of any nomination rights to any subsequent True Void lets.

5. **NEW BUILD LETS**

5.1 The Company shall notify the Council in writing of the proposed date of completion of the development.

5.2 Within 3 months of receipt of the notice referred to in clause 5.1 the Council will provide the Company with a list of nominations (up to 3 nominations per True Void) sufficient to fill all of the dwellings.

5.3 In the event of rejections, by either the Company or applicants, the Council will provide further nominations until such time as the scheme is full.

6. **SUBSEQUENT TRUE VOID LETS**

6.1 The Company will serve notice on the Council of a vacant property within 14 days of the property becoming vacant or from when it is first known the property will become vacant, whichever occurs first.

6.2 The Company will request nominations from the Council using the appropriate request form.

6.3 The Council will advertise the vacant property and invite applications from people listed on the local housing register.

6.4 The Council will provide a shortlist of up to three applicants to the Company.

6.5 The Company shall decide on whether to approve or refuse the applications nominated by the Council.

6.6 The Company will advise the Council of an offer of accommodation following a nomination. On acceptance of the offer the Company will notify the Council and confirm the tenancy start date.

6.7 The Company will inform the Council of any reasons for refusal should a refusal be made.

6.8 Should the nominations fail then the Company may offer the property to a person from their own list. This will be classified as a nomination provided that applicant is also registered on the Council register. If the applicant is not registered with the Council then it cannot be classed as a nomination

6.9 The Council may in certain circumstances not be bound by the requirements of clauses 6.3 and 6.4 and only provide one direct nomination.

7. **MONITORING**

7.1 The Company will record details of all lettings made to nominations in the Continuous Recording of Lettings (CORE) as required by the Tenant Services Authority.

EXECUTED as a **DEED**)
by affixing the **COMMON**)
SEAL of **THE COUNCIL**)
OF THE BOROUGH OF)
SOUTH TYNESIDE)
in the presence of:)



Mayor / Authorised Signatory

[Redacted signature]

Head of Legal Services
Authorised Signatory: [Redacted signature]

EXECUTED as a **DEED**)
by affixing the **COMMON**)
SEAL of **PERSIMMON**)
HOMES LIMITED)
in the presence of:)

Director / Authorised Signatory: [Redacted signature]

Director / Authorised Signatory: [Redacted signature]