

DATED

18 May

2017

- (1) **ROUNDEL MANUFACTURING LIMITED**
- (2) **HSBC BANK PLC**
- (3) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED**
- (4) **THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE**

**Planning obligation under section 106 of the Town and Country
Planning Act 1990 relating to Land at the Junction of Harton Lane
and Temple Park Road, South Shields**

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Ref: RBA.MCC.33.2288

THIS AGREEMENT is made the 18th day of May 2017

BETWEEN

- (1) **ROUNDEL
MANUFACTURING LIMITED** : incorporated and registered in England and Wales with company number 01586822 whose registered office is at 52 Harton Lane, Harton Centre, South Shields, Tyne and Wear, NE34 0EE
("the Owner")
- (2) **HSBC BANK PLC** : incorporated and registered in England and Wales with company number 14259 of Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY
("the Mortgagee")
- (3) **MCCARTHY & STONE
RETIREMENT LIFESTYLES
LIMITED** : incorporated and registered in England and Wales with company number 06622231 whose registered office is at 4th Floor, 100 Holdenhurst Road, Bournemouth, BH8 8AQ
("the Developer")
- (4) **THE COUNCIL OF THE
BOROUGH OF SOUTH
TYNESIDE** : of Town Hall and Civic Offices, Westoe Road, South Shields, NE33 2RL
("the Council")

BACKGROUND

- (1) The Council is the local planning authority for the purposes of Section 106 of the Act for the area within which the Land is located and the local planning authority by whom the planning obligations in this Agreement are enforceable.
- (2) The Owner is the freehold owner with title absolute of the Land which is subject to a legal charge dated 28 February 1997 in favour of the Mortgagee.
- (3) The Developer has entered into a conditional contract to purchase the Land from the Owner dated 31 August 2016.
- (4) The Developer has by planning application reference number ST/1198/16/FUL and dated 2 December 2016 ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application.
- (5) The Council having regard to all material considerations resolved at its meeting on 20 March 2017 that Planning Permission should be granted for the Development subject to prior completion of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

1.1 the following words and expressions shall have the following meanings unless otherwise stated:

“Act” : means the Town and Country Planning Act 1990 (as amended).

“Affordable Housing” : means subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market within the definition of affordable housing contained in Annex 2 of the NPPF or any subsequent replacement or modification thereof.

“Affordable Housing Contribution” : means the sum of forty five thousand and fifty seven pounds (£45,057.00) to be applied towards the provision of Affordable Housing within the borough of South Tyneside.

“Agreement” : means this document, including the schedules.

“Commencement of Development” : means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out pursuant to the Planning Permission granted in respect of the Planning Application other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, works to remove the existing substation, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and "Commenced Development" shall be construed accordingly.

“Development” : means the demolition of existing buildings and erection of 49 retirement living apartments including associated landscaping car parking and with new access all as more particularly described in the Planning

Application.

“Dwelling”

: means any flat constructed pursuant to the Planning Permission.

“Expert”

: means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute in relation to this Agreement and/or the Development as follows:

- (a) if the dispute relates to transport or highway works, engineering, demolition, or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any of the parties by or on behalf of the President from time to time of the Institution of Civil Engineers;
- (b) if the dispute relates to any building within the Development or any similar matter, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;
- (c) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- (d) if the parties to the dispute fail to agree upon the nature of difference in question then it should be referred to a solicitor or barrister of at least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law

Society.

- “Index”** : means the ‘All Items’ Index of Retail Prices issued by the Office of national Statistics or any successor (or equivalent index should the Index cease to be compiled).
- “Index Linked”** : Amount payable = the relevant instalment of the Affordable Housing Contribution as specified in paragraph 1.1 or 1.3 of Schedule 1 x (A/B) where:
- A= the figure for the Index that applied immediately preceding the date the payment is due.
- B= the figure for the Index that applied when the Index was last published prior to the date of this Agreement.
- “Land”** : means the land located at the Junction of Harton Lane and Temple Park Road, South Shields registered under title number TY65970 and shown for the purposes of identification edged red on the Plan.
- “Occupation” and “Occupied”** : means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing and Occupy shall be construed accordingly.
- “Planning Permission”** : means planning permission for the Development subject to conditions to be granted by the Council pursuant to the Planning Application in the form of the draft annexed to this Agreement.
- “Plan”** : means the plan attached to this Agreement.
- “Working Day”** : means any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory Bank Holiday.

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Clause headings shall not affect the interpretation of this Agreement.

- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any party to this Agreement shall (subject to clause 5.1 and 5.2) include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.9 The headings and contents list are for reference only and shall not affect construction.

3. THE PLANNING OBLIGATIONS

- 3.1 This Agreement is entered into pursuant to section 106 of the Act, and, to the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable against the Owner and (subject to clause 5) any person deriving title from them.
- 3.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 3.3 This Agreement shall come into effect upon the grant of the Planning Permission with the exception of the obligations contained in clause 4 and within Schedule 1 which shall not come into effect until Commencement of Development and clauses 9, 10 and 16 which shall come into effect on the date of this Agreement.

4. COVENANTS TO AND BY THE COUNCIL

- 4.1 The Owner covenants with the Council to observe and perform the covenants and obligations on their part contained within Schedule 1.

- 4.2 The Council covenants with the Owner to observe and perform the covenants and obligations on its part contained within Schedule 2.

5. ENFORCEABILITY

- 5.1 No person shall be liable for breach of a covenant, restriction or obligation contained in this Agreement after parting with its interest in the Land except in respect of any breach subsisting prior to parting with such interest and neither the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute the retention of an interest for the purposes of this clause.

- 5.2 This Agreement shall not be enforceable against:

5.2.1 the owner-occupier, tenant or mortgagee of an individual Dwelling to be constructed pursuant to the Planning Permission; or

5.2.2 a statutory undertaker (within the meaning of section 262 of the Act) who acquires any interest in the Land.

6. DEVELOPER CONSENT

The Developer consents to the completion of this Agreement and declares that its interest in the Land shall be bound by the terms of this Agreement PROVIDED THAT the Developer shall not be personally liable for any breach of the obligations in this agreement other than those obligations set out in clause 16 of this Agreement unless or until the Developer acquires any freehold or leasehold interest in the Land.

7. MORTGAGEE'S CONSENT

The Mortgagee consents to the completion of this Agreement and declares that its interest in the Land shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Land PROVIDED THAT the Mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land.

8. DETERMINATION OF AGREEMENT

- 8.1 The obligations in this Agreement shall cease to have effect (insofar only as it has not already been complied with) if prior to the Commencement of Development, the Planning Permission:

8.1.1 expires;

8.1.2 is varied or revoked other than at the request of the Owner;

8.1.3 is quashed or otherwise withdrawn; or

8.1.4 an alternative planning permission is granted in respect of the Land and that planning permission is implemented by the carrying out of a material operation pursuant to section 56(4) of the Act.

8.2 For the avoidance of doubt clause 8.1 shall not apply in respect of any non-material change(s) to the Planning Permission approved by the Council pursuant to any application made under section 96A of the Act.

9. LOCAL LAND CHARGE

9.1 This Agreement is a local land charge and shall be registered as such by the Council.

9.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith upon written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

10. ISSUE OF PLANNING PERMISSION

The Council hereby covenants with the Owner to issue the Planning Permission as soon as reasonably practicable following the date of this Agreement.

11. LEGAL CHALLENGE

11.1 Where the Permission is the subject of any judicial review proceedings or other legal challenge:

11.1.1. until such time as such proceedings or challenge including any appeal have finally been resolved the terms and provisions of this Agreement will remain without operative effect notwithstanding the grant of the Planning Permission unless the Development has been Commenced; and

11.1.2. if following the conclusion of such proceedings or challenge the Planning Permission is quashed then this Agreement will (insofar only as it has not already been complied with) cease to have any further effect as from the date upon which the Planning Permission is quashed.

11.2 Wherever in this Agreement reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used), the following provisions have application:

11.2.1. Proceedings by way of judicial review are concluded:

- (a) when permission to apply for judicial review has been refused and no further application may be made; or
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined.

11.2.2. Proceedings under section 288 of the Act or in respect of any other legal challenge are concluded:

- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (b) when any appeal is finally determined.

12. FUTURE PERMISSIONS

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

13. NOTICES

13.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address or as otherwise specified by the relevant person by notice in writing to each other person

13.2 Any notice shall be deemed to have been duly received:

- 13.2.1. if delivered personally, when left at the address set out in this Agreement;
- 13.2.2. if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting; or
- 13.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute or difference between the parties or any of them arising out of this Agreement (other than a dispute or difference relating to a question of law or in relation to the interpretation of the Agreement) the parties agree that the matter in dispute will on the application of either of them be referred to the Expert and it is further agreed that:

- 14.1.1. the determination of the Expert shall be final and binding on the parties save in the case of manifest error;
- 14.1.2. the parties shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
- 14.1.3. the Expert's costs shall be borne in such proportions as he/she may direct failing which the parties shall each bear their own costs of the reference and determination and the Expert's costs calculated by

dividing the Expert's costs by the number of sides to the reference;
and

14.1.4. the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert.

15. MISCELLANEOUS

Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

16. COSTS

The Developer shall pay the Owner's and the Council's reasonable legal fees incurred in the negotiation preparation and execution of this Agreement on completion of this Agreement.

17. CHANGE OF OWNERSHIP

The Owner covenants to give the Council written notice within 10 days of any change in ownership of any of its freehold interest in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan save for the transfer of any individual Dwelling PROVIDED ALWAYS that where the freehold interest in the Land is transferred to the Developer such obligation shall be the responsibility of the Developer.

18. THIRD PARTY RIGHTS

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

19. SEVERANCE

Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

20. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

21. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

22. DELIVERY

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

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

SCHEDULE 1 – COVENANTS BY THE OWNER

The Owner covenants with the Council as follows –

1. AFFORDABLE HOUSING CONTRIBUTION

- 1.1 to pay the first twenty two thousand five hundred and twenty eight pounds (£22,528) of the Affordable Housing Contribution, Index Linked, to the Council, prior to the Occupation of the 25th Dwelling;
- 1.2 not to Occupy or permit Occupation of more than 24 Dwellings until the first instalment of the Affordable Housing Contribution has been paid to the Council;
- 1.3 to pay the remaining twenty two thousand five hundred and twenty nine pounds (£22,529) of the Affordable Housing Contribution, Index Linked, to the Council, prior to the Occupation of the 40th Dwelling; and
- 1.4 not to Occupy or permit Occupation of more than 39 Dwellings until the whole of the Affordable Housing Contribution (subject to indexation as specified in this paragraph) has been paid to the Council.

2. NOTIFICATIONS

To notify the Council as soon as practicable following:

- 2.1 the Commencement of Development;
- 2.2 the first Occupation of a Dwelling;
- 2.3 the Occupation of the 24th Dwelling; and
- 2.4 the Occupation of the 39th Dwelling.

SCHEDULE 2 – THE COUNCIL’S COVENANTS

1. REPAYMENT OF CONTRIBUTIONS

- 1.1 The Council hereby covenants with the Owner to use all sums received within the borough in which it operates and for the purposes specified in this Agreement.
- 1.2 The Council hereby covenants with the Owner to commit all sums received in respect of the Affordable Housing Contribution within 5 years of receiving it and to repay any monies which have not been committed for use after 5 years to the party that paid the relevant contribution together with accrued interest from the date of receipt until and including the date of repayment.
- 1.3 The Council shall provide the Owner with such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid under this Agreement.

2. DISCHARGE OF OBLIGATIONS

At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

SCHEDULE 3 – DRAFT 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) (England) Order 2015

Contact Name and Address:
The Planning Bureau Ltd
FAO Clare Davies
Aspen House
Northminster Business Park
York
YO26 6QW

Application No: ST/1198/16/FUL
Date of Issue: xx/xx/xxxx

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: Demolition of existing building and erection of residential retirement block comprising of 49 dwellings (Category II Retirement Living Accommodation) with communal facilities, car parking and landscaping. New vehicle access egress with detached electricity substation from Ambleside Avenue.

LOCATION: Harton Centre, 52 Harton Lane, South Shields, NE34 0EE

In accordance with your application dated 02 December 2016

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 plans as detailed below

NE-2339-03-01-AC-002 Site Plan Rev. B received 06/03/2017
NE-2339-03-01-AC-003 Proposed Floor Plans received 02/12/2016
NE-2339-03-01-AC-004 Proposed Elevations received 02/12/2016
NE-2339-03-01-AC-005 Proposed Elevations 02 received 02/12/2016

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 Tree protection measures

Before any site set up, demolition or construction works commence; the tree protection measures as set out in the Arboricultural Survey (received 02/12/16) and Tree Protection Plan (drawing no. NE-2257-01-LA-TPP01 received 02/12/16) shall be installed in full.

The tree protective fencing shall thereafter be maintained in position and in good order during the whole period of site set up, demolition and construction works on site. Any works, including the excavation, removal or deposit of earth or other materials such as landscaping or boundary treatments in any area enclosed by tree protection measures must be carried out in strict accordance with the Arboricultural Method Statement received 17/02/2017.

To ensure that the health of retained trees adjacent to the site are adequately protected during the period of construction in accordance with Policy DM1 of the South Tyneside Local Development Framework.

4 Construction working hours

No demolition, construction or associated works or deliveries of materials shall take place outside the hours of 8am - 6pm Monday to Friday and 9am - 1pm Saturdays and no such works or deliveries shall be carried out at any time on Sundays or Public Holidays.

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

5 Contamination - Investigation and Risk Assessment

Notwithstanding the information already submitted (in the Phase 1 Desk Top Study and Phase 2 Ground Investigation Report, both produced by Arc Environmental Ltd.) and before construction of the apartment building commences, the additional outstanding ground gas testing results and post demolition ground investigation testing/sampling shall be carried out by competent persons and a written report of the findings (by competent persons) shall be submitted to and approved by the Local Planning Authority. The report of the findings must include (i) a survey of the extent, scale and nature of contamination / ground gas; (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 ensure that risks from land contamination or ground gas to the future users of the development site and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

6 Contamination - Remediation Strategy

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 the remedial works. The strategy must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. Where remediation of ground gas has been identified as necessary by the site investigation, a gas verification plan

shall be submitted for the proposed gas protection measures required as part of the remediation strategy. The remediation strategy 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.

Development shall be carried out in accordance with the approved details.

To ensure that risks from land contamination to the future users of the development site and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

7 Contamination - Verification Report

Following completion of measures identified in the approved remediation strategy, a verification report (by competent persons) 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 any part of the site being first occupied.

To ensure that risks from land contamination to the future users of the development site and neighbouring have been addressed in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

8 Unexpected Contamination

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 ensure that risks from land contamination to the future users of the development site and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

9 Drainage Details

Development shall be carried out in accordance with the drainage plan NE-23339-04-DE-001 Rev. D received 07/02/2017 and subject to the following additional details being submitted to and agreed in writing by the Local Planning Authority:-

- Drawings and calculations detailing exceedance amounts from the drainage for extreme storms including 1 in 30 year event and 1 in 100 year event plus 30% climate change; where drainage design is created in micro-drainage the mdx model shall be provided

- Identify that there will be no flooding from a 1 in 30 year event from the drainage on-site, and no internal flooding of any on-site buildings, and no off-site flooding for a 1 in 100 year event plus 30% climate change; where exceedances are indicated overland flow plans shall be submitted;

- A timetable for its implementation; and

- A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

Development shall be carried out in accordance with the approved details.

To ensure the discharge of surface/foul water from the site does not increase the risk of flooding in accordance with Policies ST2 and DM1 of the South Tyneside Local Development Framework.

10 External Materials

Notwithstanding any information or annotations on the submitted plans, prior to their use in the carrying out of the development hereby permitted, full details (including samples, drawings and/or specifications) of the following shall be submitted to and approved in writing by the Local Planning Authority:-

- a) External facing materials relating to the construction of the apartment building;
- b) Hard surfacing (i.e. footpaths, terraces and car park) within the site;
- c) Means of enclosure to the site (such as gates, fences, railings, walls); and
- d) External lighting.

Development shall be carried out in accordance with the approved details (unless alternatives have been previously submitted to and agreed in writing by the Local Planning Authority pursuant to this condition and development is then carried out accordance with them).

To ensure a satisfactory standard of development and in the interests of visual amenity in accordance with Policy DM1 of the South Tyneside Local Development Framework.

11 Acoustic glazing

The development hereby permitted shall be carried out with glazing to bedrooms and living rooms as per their respective specifications set out at Table 3 and Table 4 within the submitted Noise Assessment (by SRL Technical Services Ltd.) received 02/12/2017.

To ensure a reasonable standard of amenity for the occupants of the apartments in accordance with Policy DM1 of the South Tyneside Local Development Framework.

12 Sub-station

Prior to its construction, details of the external appearance and facing materials of the substation (shown on the proposed site layout plan) shall be submitted to and approved in writing by the Local Planning Authority.

Development shall be carried out in accordance with the approved details (unless alternatives have been previously submitted to and agreed in writing by the Local Planning Authority pursuant to this condition and development is then carried out accordance with them).

To ensure a satisfactory standard of development and in the interests of visual amenity in accordance with Policy DM1 of the South Tyneside Local Development Framework.

13 Site access/egress and car park

Prior to the first occupation of any part of the development hereby permitted, the works associated with the proposed vehicular access/egress onto Ambleside Avenue and car park within the site shall be completed in full in accordance with the site access visibility splays drawing (no. NE-2339-03-01-HE-01 received 03/03/2017) and the proposed site plan drawing (no. received NE-2339-03-01-AC-002 Site Plan Rev. B received 06/03/2017).

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

14 Footway re-instatements

Prior to the first occupation of any part of the development hereby permitted, all existing vehicular crossings to the site as shown on drawing no. 010316CP-01 shall be removed and public footpaths shall be re-instated, in accordance with details to be submitted to and agreed in writing by the Local Planning Authority.

To ensure a satisfactory standard of development and in the interests of highway and pedestrian safety in accordance with policy DM1 of the South Tyneside Local Development Framework.

15 Soft Landscaping

Notwithstanding the details shown on drawing no. NE-2086-03-LA-01, a detailed soft landscaping planting plan/specification shall be submitted to and approved in writing by the Local Planning Authority.

The approved details shall be installed prior to the first occupation of any part of the development hereby permitted or within the first available soft landscaping planting season thereafter, whichever occurs sooner; and it shall thereafter be maintained for a period of at least five years (including the provision of any replacement planting should any planting become defective for any reason).

To ensure a satisfactory standard of development and in the interests of visual amenity in accordance with Policy DM1 of the South Tyneside Local Development Framework.

16 Occupancy restrictions

The occupation of the apartments hereby permitted shall be limited to residents that are:-

- (i) a single person not less than 60 years of age, or
- (ii) joint residents one of whom is not less than 60 years of age, or
- (iii) a person not less than 60 years of age living with their partner, spouse or cohabitee, or
- (iv) a surviving widow, widower or cohabitee of any resident who was over 60.

In the interests of controlling the nature of use of the site as retirement living accommodation and given that on-site car parking provision has been specifically tailored to such a use and occupancy provisions, in accordance with Policies DM1 and SC4 of the South Tyneside Local Development Framework.

NOTES TO APPLICANT:

- 1 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.
- 2 The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

3 Unique Notes to Applicant

Refuse containers / waste collection

The Council requires the developer to provide refuse containers, for general waste and recycling to serve the development along with an indemnity agreement for refuse vehicles to enter the site. Further details can be obtained from Waste Services at South Tyneside Council.

4 Highways alterations

The alterations to the existing adopted highway will require the separate approval of the Highway Authority under the provisions of the Highways Act 1980 (as amended). Please contact Highway Engineering Services, Adoptions and Projects Team, for further information on 0191 424 7507.

5 Bats/Birds

It is advisable that tree removal, demolition works and new development are carried out in accordance with the recommendations set out in the submitted Habitat Survey and Bat Presence/Absence Survey.

Under UK legislation it is an offence to intentionally or recklessly disturb, damage or destroy an active birds nest. An active nest is one which is in the process of being built or contains eggs / chicks. Activities which may affect nesting birds, for example tree removal, must be organised and timed to avoid the bird breeding season which is March to August inclusive, unless a suitably qualified ecologist has undertaken a checking survey immediately prior to removal and has confirmed that no active birds nest(s) are present. Failure to do so may result in an offence being committed, regardless of planning consent, and could lead to prosecution under the Wildlife and Countryside Act 1981.

All British bats are protected by both UK and European legislation. This legal protection extends to any place that a bat uses for shelter or protection whether bats are present or not. Should a bat or signs of bats be discovered at any stage during the works, work must stop immediately and advice sought from your appointed consultant and Natural England. Failure to do so may result in an offence being committed and could lead to prosecution, regardless of planning consent.

6 Construction Environmental Management Plan

It is recommended that development is constructed with due consideration to the measures set out in the submitted Construction Environmental Management Plan.

7 Planning obligations - UPDATE BEFORE DECISION NOTICE ISSUED

This notice of grant of planning permission should be read in conjunction with the connected planning obligations (s106) agreement between (1) Roundel Manufacturing Limited, (2) HSBC Bank PLC, (3) Mccarthy & Stone Retirement Lifestyles Limited and (4) The Council of the Borough Of South Tyneside dated xx/xx/xxxx.

George Mansbridge
Head of Development Services

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

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 your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice unless:

- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice [reference no. if applicable], if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice; or
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <https://acp.planninginspectorate.gov.uk>

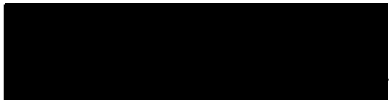
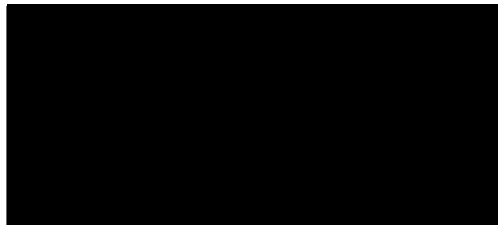
The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

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.

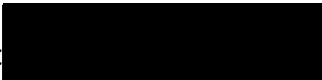
EXECUTED as a deed by **ROUNDEL**)
MANUFACTURING LIMITED acting by)
one director in the presence of)



) Director

Witness Signature

Witness Name:

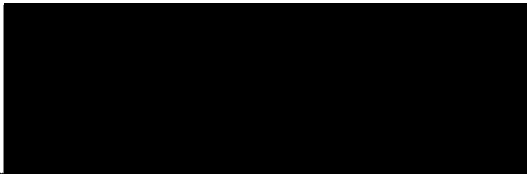


Witness Address:



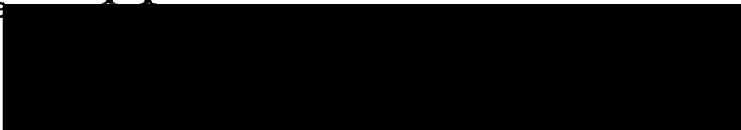
Witness Occupation: *CUSTOMER CARE MANAGER*

EXECUTED as a deed by



Timothy Charles Crapper

as attorney of **HSBC BANK PLC** in the
presence of



Rebecca Stevenson

Witness Name:

Witness Address:

Witness Occupation:

HSBC Bank plc
Sheffield Securities
Processing Office

Bank Official


EXECUTED as a deed by **MCCARTHY &)
STONE RETIREMENT LIFESTYLES)
LIMITED** acting by one director in the)
presence of)



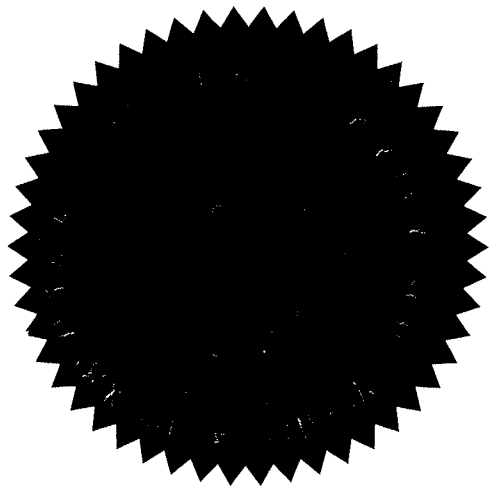
Director



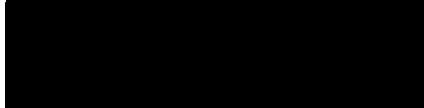
Witness Signature

Witness Name: 
McCarthy & Stone
Retirement Lifestyles Ltd
Witness Address: 4th Floor
100 Holdenhurst Road
Bournemouth BH8 8AQ

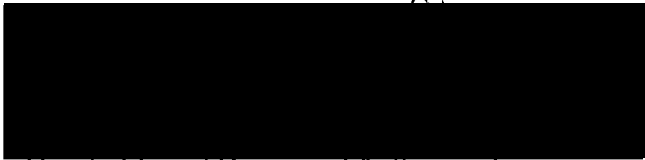
Witness Occupation: *Legal Assistant*



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



Mayor / Authorised Signatory



Head of Legal Services / Authorised
Signatory