

DATED

17<sup>th</sup> January

~~2019~~  
2020

**THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE**

**AND**

**CENTAUREA HOMES LIMITED**

**AGREEMENT**

Under section 106 of the Town and Country Planning Act 1990

Land at Eskdale Drive, South Shields NE32 4AD

John Rumney  
Acting Head of Legal Services  
South Tyneside Council  
Town Hall and Civic Offices  
Westoe Road  
South Shields  
Tyne and Wear  
Ref: BB/L/15993

This deed is dated 17<sup>th</sup> January 2019 2020

## PARTIES

- (1) **The Council Of The Borough of South Tyneside** of Town Hall and Civic Offices, Wesote Road, South Shields NE33 2RL (**Council**)
- (2) **Centaurea Homes Limited (CRN 10699564)** of Town Hall And Civic Offices, Westoe Road, South Shields NE33 2RL (**Owner**)

## BACKGROUND

- A. The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- B. The Owner has by an estate contract dated 17<sup>th</sup> January 2019<sup>2020</sup> acquired an interest in the Property from the Council which, on acquisition of the freehold interest pursuant to the contract, will enable it to carry the Development.
- C. The Owner has made the Planning Application and is proposing to carry out the Development.
- D. The Council having regard to the provisions of its local development framework and to all other material considerations resolved at its meeting on 27 August 2019 that Planning Permission should be granted for the Development subject to the prior completion of this deed.

## AGREED TERMS

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

#### 1.1. Definitions:

**Base Rate:** the base rate from time to time of Lloyds Bank plc.

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

**Commencement Date:** the date Development Commences.

**Default Interest Rate:** 4% per annum above the Base Rate.

**Development:** the development of the Property authorised by the Planning Permission.

**Habitats' Mitigation Contribution:** the sum payable in accordance with Schedule 1 of this deed;

**Index Linked:** increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.

**Plan:** the plan attached as Annex A.

**Planning Application:** the application for full planning permission registered by the Council on 1 April 2019 under reference number ST/0160/19/FUL.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application in the draft form attached as Annex B.

**Property:** land at Eskdale Drive, South Shields NE32 4AD shown edged red on the Plan and being part of the land registered at HM Land Registry with absolute title under title numbers TY427399, TY427482, TY120773 and TY427505.

**TCPA 1990:** Town and Country Planning Act 1990.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2. Clause headings shall not affect the interpretation of this deed.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9. Unless the context otherwise requires, a reference to a statute or statutory provision shall

include any subordinate legislation made from time to time under that statute or statutory provision.

- 1.10. A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11. A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12. References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13. An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. STATUTORY PROVISIONS**

- 2.1. This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2. The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3. The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

## **3. CONDITIONALITY**

With the exception of Clause 2, Clause 3, Clause 9, Clause 10, Clause 12, Clause 14, Clause 15, Clause 17, Clause 18, Clause 19, Clause 20 and Clause 22 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

## **4. COVENANTS TO THE COUNCIL**

The Owner covenants with the Council to:

- a) observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- b) give at least 10 Working Days written notice to the Council of the intended Commencement Date.

## **5. COVENANTS BY THE COUNCIL**

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

**6. INDEXATION**

6.1. All financial contributions payable to the Council shall be Index Linked.

6.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

**7. RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

**8. DETERMINATION OF DEED**

The obligations in this deed (with the exception of Clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- a) expires;
- b) is varied or revoked other than at the request of the Owner; or
- c) is quashed following a successful legal challenge.

**9. LOCAL LAND CHARGE**

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

**10. COUNCIL'S COSTS**

The Owner shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

**11. INTEREST ON LATE PAYMENT**

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

**12. OWNERSHIP**

12.1. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

12.2. Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the

Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- a) the name and address of the person to whom the disposition was made; and
- b) the nature and extent of the interest disposed of.

### **13. CANCELLATION OF ENTRIES**

- 13.1. On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 13.2. Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to Clause 8 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

### **14. DISPUTES**

- 14.1. Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
  - a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
  - b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors; and
  - c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

### **15. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

### **16. WAIVER**

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **17. FUTURE PERMISSIONS**

- 17.1. Subject to clauses 17.2, in the event that any application is made pursuant to Section 73 TCPA 1990 to vary the conditions attached to the Planning Permission, and a further planning permission is granted in respect of the aforementioned application, any reference to the Planning Permission in this Deed shall from the date of grant of such further planning permission be

construed as a reference to the Planning Permission or the planning permission to be granted in respect of the aforementioned application (as appropriate), and the remaining provisions of this Deed shall be construed mutatis mutandis so that this Deed shall continue to apply to and remain in full force in respect of the Planning Permission and the new planning permission to be granted without the need for a further agreement to be entered into pursuant to Section 106/106A TCPA 1990.

- 17.2. The Council may, upon receipt of any application made under Section 73 TCPA 1990 to vary the Planning Permission, notify the applicant at any time prior to the grant of planning permission pursuant to the aforementioned application that the provisions of clause 17.1 shall not apply to it, and that a further agreement pursuant to Section 106/106A TCPA 1990 shall be required prior to the grant of any such planning permission.

## **18. AGREEMENTS AND DECLARATIONS**

The parties agree that:

- a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

## **19. NOTICES**

- 19.1. Any notice or other communication to be given under this deed must be in writing and must be:
- a) delivered by hand; or
  - b) sent by pre-paid first class post or other next working day delivery service.

- 19.2. Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
- a) to the Council at Town Hall and Civic Offices Westoe Road South Shields marked for the attention of John Rumney, Head of Legal Services;
  - b) to the Owner at Town Hall and Civic Offices Westoe Road South Shields marked for the attention of [NAME/POSITION];

or as otherwise specified by the relevant party by notice in writing to each other party.

- 19.3. Any notice or other communication given in accordance with Clause 19.1 and Clause 19.2 will be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

19.4. A notice or other communication given under this deed shall not be validly given if sent by e-mail.

19.5. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 20. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

## 21. VALUE ADDED TAX

21.1. Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

21.2. If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

## 22. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the common seal of  
**THE COUNCIL OF THE BOROUGH OF SOUTH  
TYNESIDE**

in the presence of:



[Redacted signature]

Mayor/Authorised signatory

[Redacted signature]

Head of Legal Services/Authorised signatory



Executed as a deed by  
**CENTAUREA HOMES LIMITED**

acting by GEORGE  
MANSBRIDGE, a director and  
DAVID HAYWARD its secretary



Director



Secretary

**SCHEDULE 1  
COVENANTS TO THE COUNCIL**

**1. HABITATS' MITIGATION CONTRIBUTION**

On or before the Commencement Date to pay to the Council the sum of £17,732.00 (seventeen thousand seven hundred and thirty two pounds) towards measures to mitigate the impacts of the Development (alone or in combination) on the Durham Coast Special Area of Conservation and Northumbria Coast Special Protection Area, pursuant to the Council's Interim Supplementary Planning Document 23: Mitigation Strategy for European Sites (Recreational Pressure from Residential Development)

## SCHEDULE 2

### COVENANTS BY THE COUNCIL

#### 1. CONTRIBUTION

- 1.1. To pay the Habitats' Mitigation Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2. Not to use any part of the Habitats' Mitigation Contribution other than for the purposes for which it was paid (whether by the Council or another party) PROVIDED THAT monies shall be deemed to have been expended for these purposes where they are used to defray the salary and associated employment costs of any officer employed by the Council, another local authority or another appropriate conservation body, and where the functions and responsibilities of any such employee principally comprise tasks in connection one or more of the following objectives:
  - 1.2.1. the protection and enhancement of the European Sites as such pursuant to their designation under Directives 2009/147/E and 92/43/EEC;
  - 1.2.2. the monitoring of interest features as well as recreational activities taking place near and on the European Sites;
  - 1.2.3. the delivery of an interpretation and education strategy raising awareness of the sensitivity of the European Sites; and
  - 1.2.4. the implementation of Strategic Access Management Measures and management of Suitable Alternative Natural Greenspaces.
- 1.3. In the event that the Habitats' Mitigation Contribution has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Habitats' Mitigation Contribution the Council shall refund to the Owner any part of the Habitats' Mitigation Contribution which has not been spent or committed for expenditure, together with any accrued interest.

**ANNEX A  
PLAN**

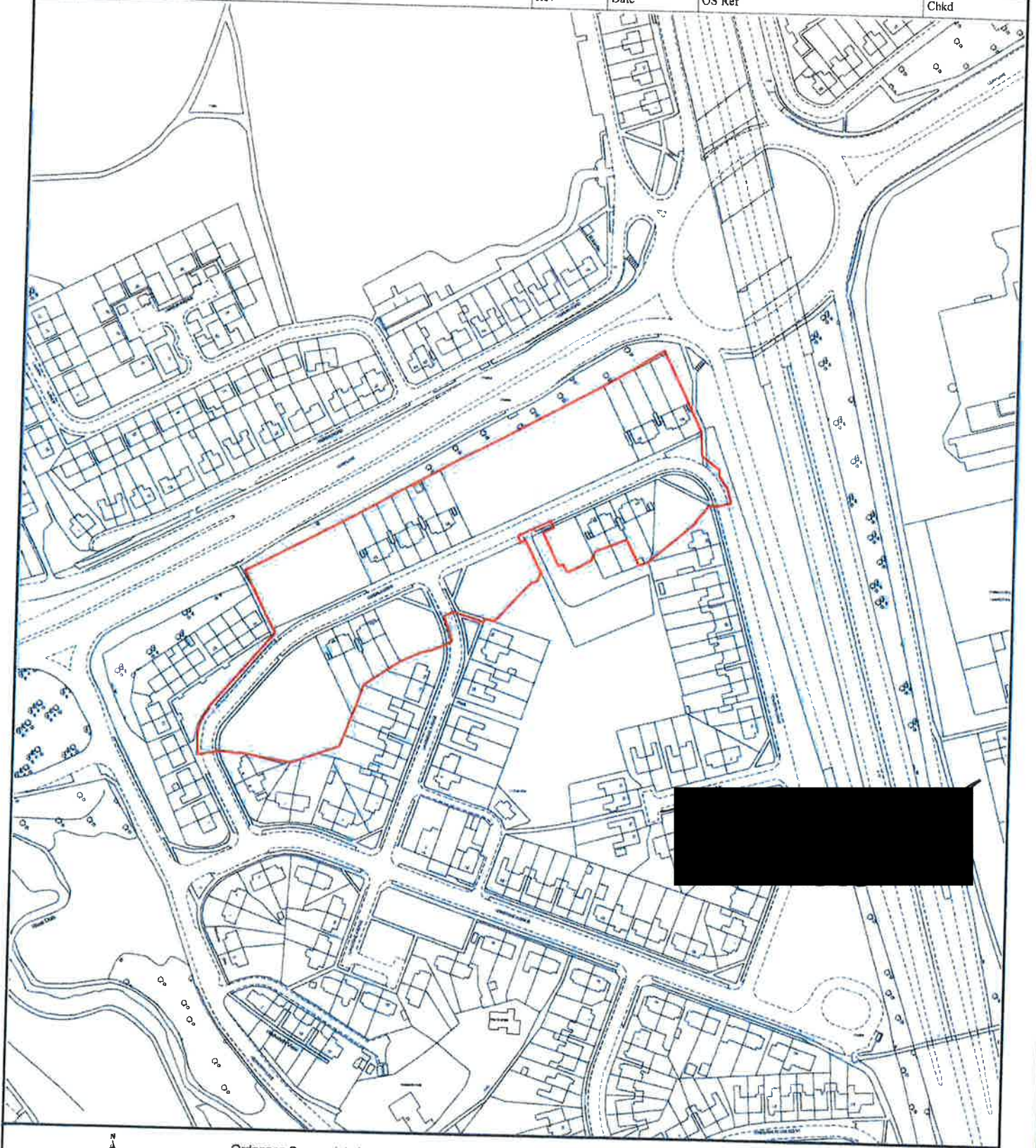


# South Tyneside Council

## Business and Resources

Stuart Reid - Corporate Director  
 Town Hall & Civic Offices, Westoe Road, South Shields, NE33 2RL  
 Telephone: (0191) 427 1717

Project <b>Sale</b>		Drawing Title <b>Land at Eskdale Drive Jarrow</b>	
Project Code	Dwg.No.	Drawn By DH/L	Date 31/10/19
		Checked By	Date
Rev	Date	Scale 1: 2500	Size A4
		OS Ref	Chkd



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**ANNEX B  
DRAFT PLANNING PERMISSION**





**DRAFT NOTICE OF GRANT OF PLANNING PERMISSION**  
**Town and Country Planning Act 1990**  
**Town and Country Planning (Development Management Procedure)**  
**(England) Order 2015**

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**Contact Name and Address:**

ID Partnership Northern  
FAO Ms Carole Inman  
St Jude's  
Barker Street  
Shieldfield  
Newcastle upon Tyne  
NE2 1AS

**Application No:** ST/0160/19/FUL

**Date of Issue:**

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:** 62 dwellings with associated parking and landscaping.

**Location:** Land at Eskdale Drive, Jarrow, NE32 4AD

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**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

002 Rev. C, received 22/07/2019  
005, received 26/02/2019  
006, received 26/02/2019  
007, received 26/02/2019  
008, received 26/02/2019  
009, received 26/02/2019  
010, received 26/02/2019  
011A, received 26/02/2019

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 fencing

The hereby approved development shall be constructed on site in full accordance with the tree mitigation recommendations that have been set out under Section 5.2 of the dendra Arboricultural Impact Assessment (received 22/07/2019).

The applicant shall notify the Local Planning Authority in writing of the commencement of works to enable these tree mitigation measures to be inspected on site.

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

4 Drainage Details

Prior to the commencement of any drainage (and notwithstanding the Flood Risk Assessment/Drainage Strategy document received 26/02/2019 and amended proposed drainage plan rev. C received 22/07/2019), a fully detailed drainage scheme shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Northumbrian Water and the Lead Local Flood Authority; and it shall include the following:-

- Foul and surface water details and their connection point(s) to the existing combined sewer network, including any attenuation measures to ensure the overall surface discharge rates at each point do not exceed 5 litres per second.
- 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 40% 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 40% 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 (unless any amendments have previously been submitted to and approved in writing by the Local Planning Authority [in consultation with Northumbrian Water and the Lead Local Flood Authority] and development is then carried in accordance with them).

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.

5 Archaeological Post Excavation Report Condition

No dwelling shall be occupied/brought into use until the final report of the results of the archaeological fieldwork undertaken by Archaeological Services Durham University on 05/08/2019 has been submitted to and approved in writing by the Local Planning Authority.



The site is located within an area identified as being of potential archaeological interest and the final result report is required to ensure that work undertaken is appropriately documented, in accordance with paragraph 199 of the NPPF and Policy DM6 of the South Tyneside Local Development Framework.

## 6 Street lighting

Before the first occupation of any dwelling hereby permitted, full details (including samples, drawings and/or specifications) of the proposed street lighting to serve the entire development including small streets and parking courts, together with a phasing plan to secure its completion, shall be submitted to and approved in writing by the Local Planning Authority.

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

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

## 7 Materials - dwellings / hard surfacing

The external materials to be used in the construction of the dwellings and hard surface treatments shall be carried out in accordance with the finish details included on drawing number 004 Rev. C, received 22/07/2019. 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.

## 8 Boundary Treatments

The boundary treatments serving the development hereby permitted shall be completed on-site in accordance with the details included within drawing number 003 Rev. E received 22/07/2019. 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.

## 9 Noise mitigation measures

The development hereby permitted shall be carried out in accordance with the glazing / ventilation specifications set out Table 1 and Figure 1 of the submitted Environmental Sound Assessment (by Apex Acoustics) received 26/02/2019 and acoustic fencing details shown on drawing number 003 Rev. E received 22/07/2019.

To safeguard against excessive levels of traffic noise from the nearby A19 and A185 roads and to ensure a reasonable standard of amenity for the occupants of the development in accordance with Policy DM1 of the South Tyneside Local Development Framework.

10 Soft Landscaping

The soft landscaping shown on drawings 112153/8004 Rev. D, 112153/8005 Rev. D, 112153/8006 Rev. D and 112153/8007 Rev. C (all received 22/07/2019) shall be carried out in accordance with a phasing and management plan to be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Any new trees or shrubs which within a period of 5 years of planting die, are removed or become seriously damaged or diseased, shall be replaced within replacement planting of similar species not later than the next available planting season after the loss or damage occurred (unless otherwise agreed in writing by the Local Planning Authority).

To ensure a satisfactory standard of development in the interests of visual amenity and ecology in accordance with Policy DM1, DM7 and EA3 of the South Tyneside Local Development Framework.

11 Finished floor levels

The finished floor levels of the dwellings shall be carried out in accordance with the details included on drawing number 112153/2012 Rev. C received 22/07/2019. 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 in accordance with them.

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

12 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.

13 Construction working hours

No 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.

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## NOTES TO APPLICANT:

- 1 In dealing with this application the Council has implemented the requirements of the National Planning Policy Framework 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](http://www.gov.uk/government/organisations/the-coal-authority)

- 3 The Council requires the developer to provide to each unit before first occupation a 240l refuse bin and a 240l recycling bin to the Council's specification in order that the council can fulfil its obligation to collect and dispose of household waste. Details of the Council's specifications can be obtained from Waste Services at South Tyneside Council
- 4 **Highways alterations**  
  
Alterations to the existing adopted highway or creation of new highway proposed for adoption 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 **Stopping up**  
  
The applicant is advised that development should not commence until they have obtained a positive decision upon the Stopping Up Order that they have submitted to the National Transport Casework Team.
- 6 **Dust mitigation measures**  
  
It is recommended that development is carried out with due consideration to the dust mitigation measures set out in the submitted Air Quality Assessment (at its section 12.3).
- 7 **Nesting birds or hedgehogs**  
  
It is recommended that development is carried out with due consideration to the nesting bird and hedgehog mitigation as set out in the submitted amended Ecological Appraisal (at its sections 6.3 and 6.4).

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Peter Mennell  
Senior Development Services Manager

**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.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. Further details are on GOV.UK.

## 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.