

Dated

20<sup>th</sup> February

2020

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

**and**

**KEEPMOAT HOMES LIMITED**

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**Agreement**

pursuant to Section 106 of the Town and Country  
Planning Act 1990 relating to land adjacent to the  
junction of Victoria Road East and Campbell Park Road  
Hebburn

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Planning Application: ST/0812/19/FUL

**wardhadaway**  
lawfirm



This Agreement is made the

20<sup>th</sup> day of February

2020

By

1. **THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE** of Town Hall & Civic Offices, Westoe Road, South Shields, Tyne and Wear, NE33 2RL (**"the Council"**); and
2. **KEEPMOAT HOMES LIMITED** (company reg. no. 01998780 ) whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL (**"the Developer"**);

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable and is also the freehold owner of the Site which is registered at the Land Registry under title numbers TY422325 and TY507903.
- B. The Developer has the benefit of a conditional contract to acquire the Site from the Council dated 18 February 2020 and has submitted the Application to the Council.
- C. The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.
- D. The Developer has agreed to enter into this Deed with the intention that the obligations contained in this Deed (subject to clause 12.3) may be enforced by the Council against the Developer and its successors in title.

Now this Deed witnesses as follows:

1. Definitions

For the purposes of this Deed the following expressions shall have the following meanings:

- |                                      |  |
|--------------------------------------|--|
| <b>"Act"</b>                         | the Town and Country Planning Act 1990 (as amended);   |
| <b>"Application"</b>                 | the application for planning permission submitted to the Council on 26 September 2019 for the Development and allocated reference number ST/0812/19/FUL  |
| <b>"Commencement of Development"</b> | the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56 of the Act but, for the avoidance of doubt, the Planning Permission is deemed not to be implemented for the purposes of this definition by any works of site clearance, |

	demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, the carrying out of any decontamination or landfill works, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;
<b>"Development"</b>	the development of the Site for the construction of 91 dwellings to include the formation of a new vehicular and pedestrian access off Campbell Park Road as set out in the Application;
<b>"Dwelling"</b>	Means a residential Dwelling constructed on the Site in accordance with the Planning Permission;
<b>"Index"</b>	means the Building Costs Information All in Tender Price Index published by the Royal Institution of Chartered Surveyors (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution thereof;
<b>"Occupied"</b>	shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development;
<b>"Plan"</b>	the plan attached to this Deed at the First Schedule;
<b>"Planning Permission"</b>	the planning permission subject to conditions to be granted by the Council pursuant to the Application in substantially the same form as set out in the Second Schedule together with any non-material amendment thereto pursuant to section 96A of the Act;
<b>"Site"</b>	the land adjacent to the junction of Victoria Road East and Campbell Park Road Hebburn as shown edged red on the Plan and against which the obligations contained in this Deed may be enforced;
<b>"Traffic Calming Contribution"</b>	A contribution of £9100.00 (nine thousand one hundred pounds) subject to Indexation to be paid to the Council and applied by the

Council towards strategic transport improvements (to support cycling / walking improvements along Campbell Park Road.

**"Working Day"**

any day apart from Saturday and Sunday and statutory bank holidays.

**2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed 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 Deed (unless the context otherwise requires).
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5 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.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenant by the Developer or the Council not do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Deed 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 Deed.
- 2.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and, subject to clause 12, are enforceable by the Council as local planning authority against the Developer.

### **4. CONDITIONALITY**

- 4.1 The obligations contained within this Deed are conditional upon:

- 4.1.1 the grant of the Planning Permission; and

- 4.1.2 the Commencement of Development

save for the provisions of Clause 7, 8, 10, 11, 12, 14, 17, 18 and 20 which shall come into effect immediately upon the completion of this Deed.

### **5. THE DEVELOPER'S COVENANTS**

- 5.1 Subject to clause 12 the Developer covenants with the Council (so as to bind its interest in the Site) to fully observe and perform the obligations in this Deed including those obligations set out in the third Schedule and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of section 106 of the Act as set out in the Third Schedule.

### **6. THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Developer to observe and perform the obligations set out in the Fourth Schedule.

### **7. FEES**

- 7.1 The Developer shall pay to the Council on completion of this Deed the sum of £650 incurred in the negotiation, preparation and execution of this Deed.

### **8. LOCAL LAND CHARGE**

- 8.1 This Deed shall be registrable as a local land charge by the Council.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed or where the obligations under this Deed are no longer enforceable the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed against the Site (or relevant part).

### **9. COMMUNICATION AND COUNCIL'S CONSENT OR APPROVAL**

- 9.1 Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not

be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

#### **10. TERMINATION OF THIS DEED**

10.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Developer) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

#### **11. THE CONTRACTS ACT**

11.1 Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

#### **12. LIABILITIES**

12.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs (save for any easement or like right) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

12.2 No purchaser or tenant of an individual dwelling or their mortgagee or their successors shall be bound by the covenants contained in this Deed.

12.3 The Developer shall not be liable for the covenants/obligations in this Deed unless and until the Developer acquires a freehold or leasehold interest in the Site pursuant to its contractual interest or otherwise.

#### **13. COUNCIL'S POWERS**

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

#### **14. STATUTORY UNDERTAKERS**

14.1 The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.

#### **15. WAIVER**

15.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or

conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

#### **16. VAT**

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

#### **17. JURISDICTION**

17.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

#### **18. DELIVERY**

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

#### **19. INDEXATION**

19.1 The sum payable under the provision of the Third Schedule to this Agreement shall be increased by an amount equivalent to the increase in the Index from the date of this Agreement until the date on which such sum is payable.

#### **20. FUTURE PERMISSIONS**

20.1 Subject to clause 20.2 below, in the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to the Planning Permission in this Deed shall be construed so as to include reference to the new planning permission granted pursuant to Section 73 of the Act, and the remaining terms of this Deed shall be construed mutatis mutandis, and this Deed shall apply to and remain in full force and effect in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

20.2 The Council may, upon receipt of any application made under Section 73 of the Act for an amendment to 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 20.1 of this Deed shall not apply in respect of that application, and that a further agreement pursuant to Section 106 of the Act shall be required prior to the grant of any such planning permission.

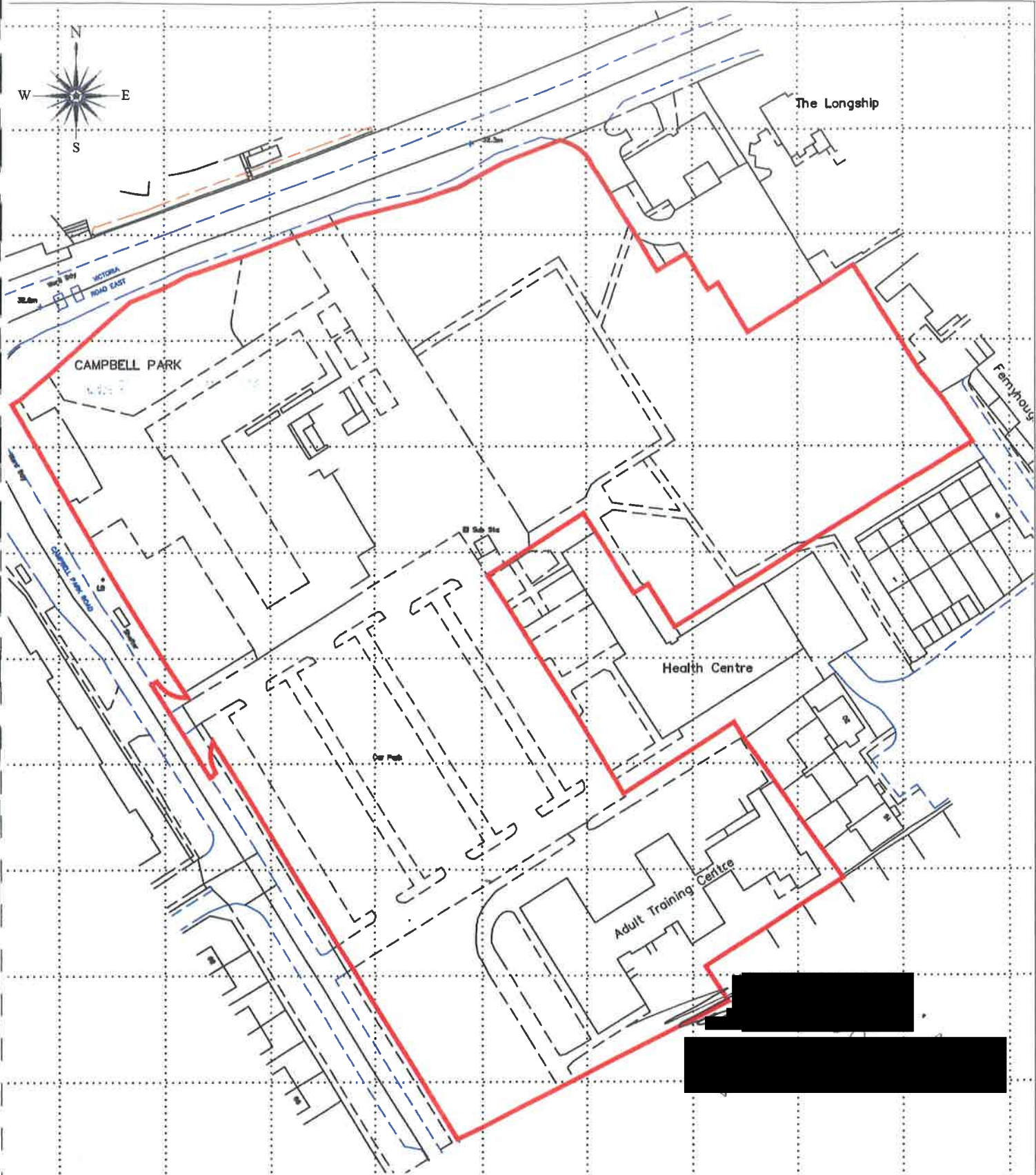
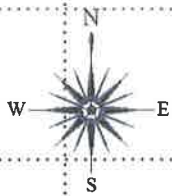
**IN WITNESS** whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Plan

1921





CAMPBELL\_PARK  
HEBBURN

OS\_PLAN

Dwg No KMH\_001

Rev

-

Merchant House, Unit 12 Merchant Court,  
Monkton Business Park South, Koppers Way, Hebburn,  
Tyne & Wear NE31 2EX.

Tel: 0191 4954500 www.keepmoat.com



**SECOND SCHEDULE**

**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:**

Keepmoat Homes Ltd.  
Merchant House  
Unit 12 Merchant Court  
Monkton Business Park  
Koppers Way  
Hebburn  
NE31 2EX

**Application No:** ST/0812/19/FUL  
**Date of Issue:** [date to be inserted]

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:** Residential development of 91 dwellings to include the formation of a new vehicular and pedestrian access off Campbell Park Road.
- Location:** Land adjacent to the junction of Victoria Road East and Campbell Park Road, Hebburn (To include the cleared sites of Hebburn Civic Centre, Hebburn Swimming Baths, Kelly House, CAF/CASS and Hebburn Resource Centre)
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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
  - 000-XX-DR-A-1003\_ Rev. 34 (proposed site plan) received 04/02/2020
  - RES589-BHA-00-ZZ-DR-A-1004 Rev. P13 (proposed external finishes and boundary treatment layout) received 04/02/2020
  - Fairfield house type drawing Rev. P02 received 26/09/2019
  - Kendal house type drawing Rev. P02 received 26/09/2019
  - Caddington house type drawing Rev. P02 received 26/09/2019
  - Wentworth house type drawing Rev. P02 received 26/09/2019
  - Windsor house type drawing Rev. P02 received 26/09/2019
  - Windsor V1 house type drawing Rev. P01 received 21/01/2020
  - Bamburgh house type drawing Rev. P02 received 26/09/2019
  - Staveley house type drawing Rev. P02 received 26/09/2019
  - Hardwick house type drawing Rev. P02 received 26/09/2019

- Eaton house type drawing Rev. P02 received 26/09/2019
- Lawton house type drawing Rev. P02 received 26/09/2019
- Single attached garage drawing (drawing pack no.9050 Rev. 1) received 10/01/2020
- Detached double garage drawing (drawing pack no.9070 Rev. 1) received 10/01/2020

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

Prior to any site set up or construction works commencing, the tree protection fencing measures for the trees to be retained; and as set out in the submitted Arboricultural Impact Assessment / Arboricultural Method Statement / Tree Protection Plan report (received 08/01/2020) shall be installed in full.

The tree protection fencing shall thereafter be maintained in position and in good order during the whole period of site set up 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 fencing measures must be carried out in strict accordance with the Arboricultural Method Statement.

To ensure that retained trees (and that are subject to a TPO) are adequately protected during the period of construction in accordance with Policy DM1 of the South Tyneside Local Development Framework.

### 4 Drainage (design and installation)

The development hereby permitted shall be implemented in accordance with the drainage scheme contained within the submitted document entitled "Flood Risk Assessment and Drainage Strategy" revision 2 dated January 2020, received 09/01/2020. The drainage scheme shall ensure that foul flows discharge to the combined sewer at manhole 6201 and ensure that surface water discharges to the existing culverted watercourse.

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 and the NPPF.

### 5 Drainage (surface water / SUDS verification)

Prior to the occupation of any dwelling, a timetable for the installation and verification of the surface water drainage / SUDs (as contained within the submitted document entitled "Flood Risk Assessment and Drainage Strategy" revision 2 dated January 2020, received 09/01/2020) shall be submitted to and agreed in writing by the Local Planning Authority (in consultation with the Lead Local Flood Authority. A verification report evidencing the completion of the approved sustainable drainage system, the contents of which is to include amongst other things methodology of installation, evidence of depths and dimensions and supporting images from installation; shall then be submitted to and approved in writing by the Local Planning Authority (in consultation with the Lead Local Flood Authority) in accordance with the agreed timetable.

To ensure that the discharge of surface 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 and the NPPF.

6 Drainage (SUDS maintenance)

The sustainable drainage system shall be managed and maintained thereafter in accordance with the approved management and maintenance plan (titled Landscape and SUDS Management Plan [updated 11/02/2020], received 11/02/2020).

To ensure the drainage scheme is adequately managed and maintained and so that it does not increase the risk of flooding in accordance with Policies DM1 and ST2 of the South Tyneside Local Development Framework.

7 In-built bird boxes

Prior to the occupation of any of the proposed dwellings, the details of the locations of the 3 built-in swift boxes, 3 built-in starling boxes and 3 built-sparrow boxes to be installed, in accordance with section H.5 the amended Ecological Appraisal Version R02 received 09/01/2020; shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be carried out prior to occupation of any dwelling that is to have them.

In the interests of biodiversity and in accordance with Core Strategy Policy E3 and Development Management Policy DM7 of the South Tyneside Local Development Framework.

8 Visitor parking

Prior to the first occupation of any part of the site, a phasing plan shall be submitted to and agreed in writing by the Local Planning Authority to set out how the proposed scheme of visitor parking spaces shown on plan 000-XX-DR-A-1003\_ Rev. 34 (proposed site plan) received 04/02/2020, shall be and provided within the site. The agreed details shall then be carried out and retained henceforth.

To ensure a satisfactory number of visitor parking spaces are provided and retained on site in the interests of highway safety in accordance with Development Management Policy DM1 of the South Tyneside Local Development Framework.

9 Materials - dwellings / garages / hard surfacing

The external materials to be used in the construction of the dwellings, garages and hard surface treatments shall be carried out in accordance with the finish details included on drawing number RES589-BHA-00-ZZ-DR-A-1004 Rev. P13, received 04/02/2020. 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.

10 Boundary Treatments

The boundary treatments serving the development hereby permitted shall be completed on-site in accordance with the details included within drawing number RES589-BHA-00-ZZ-DR-A-1004 Rev. P13, received 04/02/2020.

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 Noise mitigation measures

The development hereby permitted shall be carried out in accordance with the glazing / ventilation specifications set out at Table 11 and Figures 4 and 5 of the submitted Noise Assessment received 08/01/2020 and the acoustic boundary treatment details shown on drawing RES589-BHA-00-ZZ-DR-A-1004 Rev. P13, received 04/02/2020.

To safeguard against excessive levels of traffic noise from the nearby roads or existing uses 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.

12 Soft Landscaping (implementation)

Prior to the first occupation of any part of the site, a phasing plan shall be submitted to and agreed in writing by the Local Planning Authority to secure the completion of the tree planting and soft landscaping shown on drawings c-1702-02 Rev. G, c-1702-03 Rev. G, c-1702-04 Rev. G and c-1702-05 Rev. E (all received 11/02/2020). The agreed details shall then be carried out.

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 both mitigate and compensate for trees that are to be felled (of which a number are subject to a TPO) and 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.

13 Soft Landscaping (maintenance)

The soft landscaping shall be managed and maintained thereafter in accordance with the approved management and maintenance plan (titled Landscape and SUDS Management Plan [updated 11/02/2020], received 11/02/2020).

To ensure the drainage scheme is adequately managed and maintained and so that it does not increase the risk of flooding in accordance with Policies DM1 and ST2 of the South Tyneside Local Development Framework.

14 Finished floor levels

The finished floor levels of the dwellings shall be carried out in accordance with the details included on drawing numbers 5058-RWO-XX-DR-C-100 Rev. 2 and 5058-RWO-XX-DR-C-

101 Rev. 3 (both received 20/02/2020). 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.

15 Contaminated land - remediation strategy

The development hereby permitted shall be carried out in accordance with the Remediation Strategy, as set out the Remediation Strategy report (received 26/09/2019).

To ensure that risks from land contamination and 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.

16 Contaminated land - verification report(s)

Following completion of measures identified in the approved Remediation Strategy, a Verification Report(s) (and to include a gas verification plan for the gas protection measures) 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 occupation of any part of the site to which the Verification Report(s) relate.

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

17 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.

18 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 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 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 It is recommended that development is carried out with due consideration to the various measures that are set out in the submitted Construction Management Statement (received 09/01/2020).
- 7 It is recommended that development is carried out with due consideration to the wildlife avoidance and mitigation as set out in section H.2 of the amended Ecological Appraisal Version R02 (received 09/01/2020).

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[Signature to be inserted]

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.

## THIRD SCHEDULE

### The Developer's Covenants with the Council

The Developer covenants as follows:

#### **1. Contributions**

- 1.1. To pay the Traffic Calming Contribution prior to the Occupation of the 1<sup>st</sup> Dwelling.
- 1.2. Not to Occupy the Development until the Traffic Calming Contribution has been paid to the Council.

## FOURTH SCHEDULE

### The Council's covenants with the Developer

The Council covenants with the Developer as follows:

1. At the written request of the Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. Not to use the Traffic Calming Contribution other than for the purposes specified in this Deed.
3. To repay to the person who makes any payment under this Deed such amount which has not been spent or allocated for expenditure within five years of the date of receipt by the Council of such payment.
4. At the written request of the Developer the Council shall provide such evidence as is reasonably requested in relation to the expenditure of the Traffic Calming Contributions.

**Executed** as a Deed (but not delivered  
Until the date of it) by the affixing of  
**THE COMMON SEAL of**  
**THE COUNCIL OF THE BOROUGH OF**  
**SOUTH TYNESIDE COUNCIL**

In the presence of:



[Redacted signature]

Mayor/Authorised Signatory

[Redacted signature]

Head of Legal Services/Authorised  
Signatory

Executed as a deed by  
**KEEPMOAT HOMES LIMITED** acting by  
In the presence of:


)  
) Director  
)  
)



Witness signature. 

Name  


Address  
.....  
.....

Occupation  


**The Waterfront  
Lakeside Boulevard  
Doncaster  
DN4 5PL**

Executed as a deed by  
as attorney for **KEEPMOAT**

)  
)  
)  
)  
)  
)

Attorney for Keepmoat Homes Limited

**HOMES LIMITED**

Under a power of attorney dated  
In the presence of:

Witness signature.....

Name

.....

Address

.....

.....

Occupation

.....