DATED 12th July 2023

THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

AND

DURHAM DIOCESAN BOARD OF FINANCE

AND

TELMAC DEVELOPMENTS LIMITED

AGREEMENT

Under section 106 of the Town and Country Planning Act 1990

Former Boldon CE Primary School site
Rectory Bank, North Road, West Boldon NE36 0QE

John Rumney
Corporate Lead – Legal & Governance
South Tyneside Council
Town Hall and Civic Offices
Westoe Road
South Shields
Tyne and Wear
Ref: BB/L/16968

This deed is dated 12th July 2023

PARTIES

(1) THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE of Town Hall and Civic Offices, Westoe Road, South Shields NE33 2RL **(Council)**

(2) DURHAM DIOCESAN BOARD OF FINANCE (CRN 00192018) of Cuthbert House, Stonebridge, Durham, DH1 3RY **(Owner)**

(3) TELMAC DEVELOPMENTS LIMITED (Company Registration No.12913817) whose registered office is situate at 5a Station Road, East Boldon, Tyne and Wear, NE36 0LJ **(Developer)**

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 is the freehold owner of the Property free from encumbrances that would prevent the Owner entering into this deed.

C. The Developer has a right to acquire the Property pursuant to a contract for sale dated 16 February 2022 between the Developer and the Owner.

D. The Developer and the Council have entered into a contract for the disposal of the Car Park Land to the Council in exchange for the Council disposing of certain other parcels of land to the Developer (the '**Exchange Contract**'), and which is conditional amongst other things upon the grant of the Planning Permission.

E. The Developer has made the Planning Application and is proposing to carry out the Development.

F. The Council is minded to grant Planning Permission 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.

Burdened Plots: Plots 3 and 4 as shown edged blue and purple on Plan 3

Car Park Land: that part of the Property shown edged in red on Plan 2

Car Park Works: works for the construction of a car park serving the Council's adjoining playing field including laying out of areas, 7no. car parking spaces, turning area, passing place, surface treatments and entrance gate.

Car Park Specification: the specification for the Car Park Works to be approved pursuant to the condition(s) attached to the Planning Permission, and which for the purposes of the draft planning permission at Annex C, shall be approved pursuant to draft condition number 22.

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:

a) demolition works;

b) site clearance;

c) ground investigations;

d) site survey works;

e) temporary access construction works;

f) archaeological investigation; and

g) erection of any fences and hoardings around the Property.

(and the date the Development "Commences" or a covenant not to "Commence" the Development shall be construed accordingly)

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 consisting of 5 No. dwellings with associated amenity access, amenity space, landscaping, and car parking in association with playing field.

Dwelling: a unit of residential accommodation (including dwellinghouse, flat or maisonette) to be constructed as part of the Development.

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.

Occupation: the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing or display, or occupation in relation to security operations and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly.

"Offsite Biodiversity Net Gain Contribution" the sum of £7,441.50 (seven thousand four hundred and forty-one pounds and fifty pence) towards measures within the borough of South Tyneside to compensate for the adverse impacts on biodiversity arising from the Development and to secure a net gain to biodiversity;

Plan 1: the plan attached as Annex A.

Plan 2: the plan attached as Annex B

Plan 3: the plan attached at Annex C

Planning Application: the application for full planning permission registered by the Council on 29 April 2022 under reference number ST/0139/22/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 D.

Property: the land forming the site of the former Boldon CE Primary School, Rectory Bank, North Road, West Boldon NE36 0QE shown edged red on Plan 1 and registered at HM Land Registry with absolute title under title number TY508003.

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. References to the Property include any part of it.

1.11. Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.12. A reference to **writing** or **written** excludes faxes and e-mail.

1.13. 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.

1.14. Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed, and references in a Schedule to a Part or a paragraph are to a Part or a paragraph of that Schedule.

1.15. An obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.16. 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.

1.17. 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. 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.

2.2. The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

2.3. To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the TCPA 1990, they are entered into pursuant to the powers contained in section 1 Localism Act 2011, section 111 Local Government Act 1972 and all other enabling powers.

3. CONDITIONALITY

3.1. Subject to clause 3.2, the obligations contained in clauses 4 and 5 and the Schedules referred to in those clauses shall not come into effect unless and until the following have occurred:

3.1.1. the Planning Permission is granted; and

3.1.2. the Commencement of Development.

3.2. Clause 3.1 shall not apply to the obligation at paragraphs 1.1 and 1.2 of Schedule 1 (as applied by clause 4), which shall have immediate effect.

4. COVENANTS TO THE COUNCIL

The Owner covenants with the Council to:

a) observe and perform the covenants, restrictions and obligations contained in Schedules 1 and 2 in relation to the Development and so as to bind the Property.

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 and the Developer (in the event the Developer acquires the Property) to observe and perform the covenants, restrictions and obligations contained in Schedule 3.

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. LIABILITY

7.1. The obligations in this deed shall not be enforceable against a statutory undertaker whose only interest in any part of the Property is held for the purposes of its undertaking.

7.2. The obligations in Schedule 1 to this deed (as applied by clause 4) shall not be enforceable against any freehold or leasehold owners of the individual Dwellings constructed pursuant to the Planning Permission (or their respective mortgagees).

7.3. The obligations in Schedule 2 to this deed (as applied by clause 4) shall not be enforceable against any freehold or leasehold owners of the individual Dwellings (other than the

Burdened Plots) constructed pursuant to the Planning Permission (or their respective mortgagees) or any successors in title to the Property excluding the Burdened Plots.

8. 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.

9. DETERMINATION OF DEED

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

9.1. expires;

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

9.3. is quashed following a successful legal challenge.

10. LOCAL LAND CHARGE

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

11. COUNCIL'S COSTS

The Developer shall pay to the Council on or before the date of this deed £1,309.00 towards 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.

12. 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.

13. OWNERSHIP

13.1. The Owner warrants that no person other than the Owner and the Developer and the Council (in relation to the Car park Land) have any legal or equitable interest in the Property.

13.2. Until the covenants, restrictions and obligations in Schedules 1 and 2 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:

13.2.1. the name and address of the person to whom the disposition was made; and

13.2.2. the nature and extent of the interest disposed of.

14. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council shall not be unreasonably withheld or delayed

15. CANCELLATION OF ENTRIES

15.1. 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.

15.2. Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to Clause 9 (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.

16. DISPUTES

16.1. In the event of any dispute arising between the parties, the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.

16.2. If the parties are unable to resolve the dispute amicably pursuant to clause 16.1, one party may by serving notice on all the other parties (the **Notice**) refer the dispute to an Expert for determination.

16.3. The Notice must specify:

16.3.1. the nature basis and brief description of the dispute;

16.3.2. the clause or paragraph of this Deed pursuant to which the dispute has arisen; and

16.3.3. the name and address of the proposed Expert.

16.4. In the event that the parties are unable to agree whom should be appointed as an Expert within 20 Working Days after the date of the Notice then either party may request to the President of the Law Society to nominate the Expert at their joint expense

16.5. The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

16.6. The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not later than 56 days from the date of his appointment to act.

16.7. The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 30 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 20 Working Days in respect of any such submission and material.

17. NO FETTER OF DISCRETION

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

18. 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.

19. FUTURE PERMISSIONS

19.1. Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

19.2. For the avoidance of doubt, this deed shall continue in full force and effect notwithstanding any change made by the Council to the planning permission pursuant to section 96A of the 1990 Act following an application made under that section.

20. AGREEMENTS AND DECLARATIONS

The parties agree that:

20.1. nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and

20.2. 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.

21. NOTICES

21.1. Any notice or other communication to be given under this deed must be in writing and must be:

21.1.1. delivered by hand; or

21.1.2. sent by pre-paid first class post or other next working day delivery service.

21.2. Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

21.2.1. to the Council at Town Hall and Civic Offices, Westoe Road, South Shields NE33 2RL marked for the attention of the John Rumney, Corporate Lead – Legal & Governance;

21.2.2. to the Owner at of Cuthbert House, Stonebridge, Durham, DH1 3RY;

21.2.3. to the Developer at 5a Station Road, East Boldon, Tyne and Wear, NE36 0LJ marked for the attention of Paul Telford

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

21.3. Any notice or other communication given in accordance with Clause 21.1 and Clause 21.2 will be deemed to have been received:

21.3.1. 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

21.3.2. 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.

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

21.5. 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.

22. 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.

23. VALUE ADDED TAX

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

23.2. If any VAT is at any time chargeable on any supply made by the Council or the Owner or the Developer 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.

24. THE DEVELOPER'S ACKNOWLEDGEMENT

The Developer acknowledges that the Property is bound by the planning obligations as set out in this deed and the Developer shall be bound on the terms set out herein in the event the Developer acquires an interest in the Property after the date of this deed pursuant to the contract mentioned in Recital C or otherwise.

25. 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]

Mayor/~~Authorised signatory~~

[redacted]

Corporate Lead – Legal & Governance
~~/Authorised signatory~~

Executed as a deed by affixing the common seal of Durham Diocesan Board of Finance in the presence of:

Signature of Director:.. [redacted]

Signature of Director/Secretary: [redacted]

Executed as a deed by **TELMAC DEVELOPMENTS LIMITED** acting by a Director in the presence of:

[redacted]

Witness signature.. [redacted]

Witness name..MELLISSA KEEN

Witness address.....Tilly Bailey & Irvine LLP Solicitors
12 Evolution
Wynyard Park
Wynyard TS22 5TB

.....

Witness occupation. LEGAL SECRETARY

SCHEDULE 1
FINANCIAL CONTRIBUTION

1. OFFSITE BIODIVERSITY NET GAIN CONTRIBUTION

1.1. To pay to the Council the Offsite Biodiversity Net Gain Contribution prior to the Commencement of the Development.

1.2. Not to Commence the Development until the amount at paragraph 1.1 has been paid in full to the Council.

SCHEDULE 2

OBLIGATIONS IN CONNECTION WITH CAR PARK LAND

The Developer (and the Owner in relation to the restrictions at paragraphs 1 and 4) covenant with the Council as follows:

General

1. Not to commence the Car Park Works until:

   1.1. the Car Park Land has transferred to the Council, pursuant to the Exchange Contract; and

   1.2. it has paid the Council the reasonable and proper costs estimated by it to be incurred in supervising and inspecting the construction of the Car Park Works (such sum not to exceed £1,000).

2. To carry out and construct the Car Park Works fully in accordance with the Car Park Specification and otherwise to the Council's reasonable satisfaction.

3. To complete the Car Park Works in accordance with paragraphs 2, 5, 6 and 7 and of this Schedule by no later than first Occupation of the Burdened Plots or the date which is five years from the Commencement of the Development, whichever is the sooner.

4. Not to Occupy the Burdened Plots until the obligations contained in paragraphs 1 to 3 of this Schedule are satisfied in full.

Standard of Car Park Works

5. To carry out the Car Park Works as required by this Schedule with due diligence and with all reasonable care and skill.

6. During the progress of the Car Park Works, to give to the Council at all reasonable times free access to any part of the Car Park Land and permit the Council to inspect the Car Park Works and all materials used or intended to be used in the Car Park Works.

7. If so required by the Council acting reasonably, to remove any work or materials which in the opinion of the Council is or are badly or improperly carried out or defective or not in accordance with the Car Park Specification, and at the Developer's own expense re-execute any such work and substitute proper and suitable materials to the reasonable satisfaction of the Council.

Maintenance of Car Park Works following completion

8. Upon completion of the Car Park Works to the satisfaction of the Council (which shall be certified as such by the Council acting promptly and reasonably), to fully and properly maintain the Car Park Works for a period of 12 months, carrying out any necessary repair reinstatement or remedial work to the Council's reasonable satisfaction in all respects, such that at the end of the period the Car Park Works remain fully free from defects.

Other obligations

9. In executing the Car Park Works not do anything on the Car Park Land in such a way as to cause damage to the Car Park Land or a legal nuisance, , injury or damage to the Council or the public.

10. To keep the Council fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Developer, or any persons upon the Car Park Land expressly or impliedly with the Developer's authority, in connection with the carrying out of the Car Park Works, or any breach or non-observance by the Developer of the obligations, conditions or other provisions of this Schedule subject to the Council taking reasonable steps to mitigate any such loss.

11. To effect and throughout the Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the carrying out of the Car Park Works and the obligations contained in this Schedule and all losses in respect of which an indemnity is given in the amount of £5,000,000, and make available to the Council or its surveyor on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

AND for the purposes of this Schedule:

12. The Council shall not be liable for the death of or injury to any of the Developer's contractors, agents, employees or any other persons authorised by the Developer to enter upon the Car Park Land or any part or parts thereof or for damage to any property of theirs or for any losses, claims, demands, actions, proceedings, damages, costs or other expenses or other liability incurred by the Developer pursuant to this Schedule.

13. Nothing in paragraph 12 shall limit or exclude the Council's liability for death or personal injury to the Developer's employees, invitees, contractors or authorised agents caused by negligence on the part of the Council or its employees or agents.

SCHEDULE 3

COVENANTS BY THE COUNCIL

The Council covenants to the Owner as follows:

1. To pay all financial contributions into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable following receipt.

2. Not to use any part of the financial contributions other than for the purposes for which they have been paid, PROVIDED THAT the parties hereby agree and acknowledge the Council may transfer or transmit any financial contribution (or part thereof) or an equivalent amount to a third party for use by that person in place of the Council for the purposes of satisfying this Paragraph 2, but in any such case the Council shall:

    a) take reasonable steps to ensure that such person expends or commits the monies so transferred or transmitted for the purposes for which they were paid, and

    b) obtain evidence from such person that such monies were expended or committed for expenditure for the purposes for which they were paid and provide the Owner with copies of such evidence upon request.

3. If the Offsite Biodiversity Net Gain Contribution financial contribution has not been spent or committed for expenditure by the Council within thirty years following the date of it being due or received (whichever is later) the Council shall refund to the payer any part of the financial contribution which has not been spent or committed for expenditure, together with any accrued interest.

4. The Council shall provide to the Owner or payer such evidence as the Owner or payer shall reasonably require in order to confirm the expenditure of sums under this Deed.

ANNEX A

PLAN 1



Rev.	Date	Details	Drwn	Checked
A	31.03.21	ISSUED FOR APPROVAL PRIOR TO FORMAL PLANNING SUBMISSION	MB	SB

Issued for:

PLANNING

Project/Client:
FORMER WEST BOLDON SCHOOL SITE FOR TELMAC DEVELOPMENTS

Project No:
IANC 200110

Dwg No:
(00)100

Rev:
A

Drawing:
EXISTING SITE PLAN

Scale:
1:200 @A1

Drawn By: ME Date: 31.03.21

Checked By: SB Date: 31.03.21

NORR
6th Floor, Percy House, Percy Street, Newcastle, NE1 4PW
T: +44 (0)191 222 1116 F: +44 (0)191 222 1118
www.norr.com

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ANNEX B

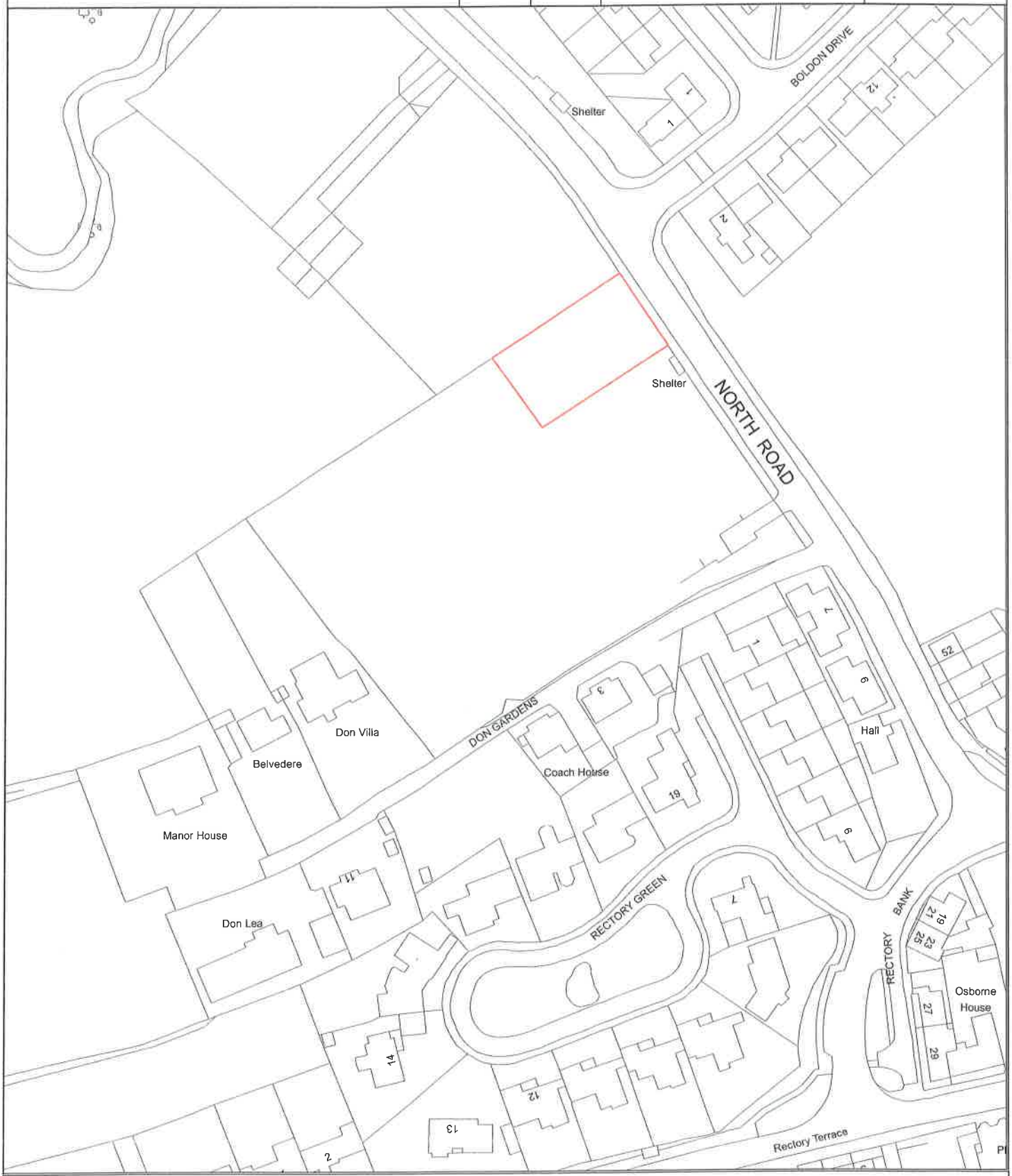
PLAN 2

South Tyneside Council

Business and Resources

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

Projects: Plan 2		Drawing Title: Land at North Road West Boldon	
Project Code	Dwg. No.	Drawn By: GR/DH	Date: 09/03/23
		Checked By	Date
		Scale 1: 1250	Size: A4
Rev	Date / OS Ref		Chkd



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ANNEX C

PLAN 3



PLANNING

NO

Measurement Type : Metric

ANNEX D

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:
George F White
FAO: Hannah Wafer
Arch 2
Westgate Road
Newcastle
NE1 1SA

Application No: ST/0139/22/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: Development of 5no. dwellings, with associated access, amenity space, landscaping and car parking in association with the playing field.

Location: Vacant Formerly Boldon CE Primary School, Rectory Bank, North Road, West Boldon, NE36 0QE

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

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

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

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

Drg. no. (00)391 rev G received 29/06/2022
Drg. no. BOL-NOR-A1-ZZ-DR-A-00102 rev A02 received 01/04/2022
Drg. no. BOL-NOR-A1-ZZ-DR-A-00101 rev A08 received 01/04/2022
Drg. no. BOL-NOR-A1-ZZ-DR-A-00101 rev A12 received 01/04/2022
Drg. no. 1001-01 rev B received 18/02/2022
Drg. no. 1003-01 rev C received 18/02/2022

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 Prior to the commencement of development (excluding preparatory groundworks) a detailed scheme for the disposal of foul and surface water from the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority in consultation with Northumbrian Water and the Local Highway Authority. Development shall thereafter take place in accordance with the approved details.

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

4 The development hereby permitted shall not be occupied until a verification report evidencing the completion of the approved sustainable drainage system (including geocellular attenuation tanks, permeable paving, and measures to prevent run-off from private land onto the highway), the contents of which is to include amongst other things methodology of installation, evidence of depths and dimensions and supporting images from installation, has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the approved sustainable drainage system shall be maintained in accordance with the approved details.

To ensure the discharge of surface/foul water from the site does not increase the risk of flooding and to prevent surface water run-off from private land onto the highway in the interests of highway in accordance with Policies DM1 and ST2 of the South Tyneside Local Development Framework and the NPPF.

5 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.

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 and the NPPF.

6 Prior to the commencement of development above damp proof course level, a scheme to provide continued access for pedestrians and playing pitch maintenance vehicles during the construction of the paying pitch car park, shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be undertaken in accordance with the approved details.

To ensure a satisfactory and safe means of continued access to the playing pitch during the construction period for pedestrian and playing pitch maintenance vehicles, in accordance with the NPPF and policy SC6 of the South Tyneside Local Development Framework.

7 No construction or associated works or deliveries of materials shall take place outside the hours of 8am - 6pm Monday to Friday and 8am - 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 with the NPPF and Policy DM1 of the South Tyneside Local Development Framework.

8 Notwithstanding the details submitted on Drg no. (00)350 rev E received 29/06/2022, no dwelling hereby permitted shall be occupied unless and until details for all boundary treatments and means of enclosure have been submitted to and approved in writing by the Local Planning Authority. The details shall include gaps with dimensions of 13cm x 13cm in fences between gardens and landscaped areas to allow hedgehog movement and foraging. No dwelling hereby permitted shall be occupied until the means of enclosure in respect of that dwelling, have been provided in full accordance with the approved details and thereafter such means of enclosure shall remain in place at all times.

To safeguard the character and appearance of the West Boldon Conservation Area, in the interests of visual amenity and biodiversity in accordance with South Tyneside Local Development Framework Policies DM1, DM6, DM7, EA3 and the NPPF.

9 Notwithstanding the provisions of Article 3 and Class A of Part 2 of Schedule 2 of the Town & Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking and re-enacting that order with or without modification), no gate, fence, wall or other means of enclosure shall be erected within the curtilage of the dwelling adjacent to North Road (plot 1 as detailed on Drg no. (00)391 rev G received 29/06/2022), or along the remainder of the development site frontage to North Road without an application for planning permission having first been made to and approved in writing by the Local Planning Authority.

To maintain control over any future harmful boundary treatment works that may have otherwise benefitted from permitted development, in the interests of safeguarding both the character and appearance of West Boldon Conservation Area in accordance with Policies DM1 and DM6 of the South Tyneside Local Development Framework and the NPPF.

10 Prior to the commencement of development a physical barrier separating the application site from the existing playing pitch (such as Herras fencing or similar) to maintain both pedestrian and playing pitch maintenance vehicle access to the existing playing pitch and to provide a temporary means of enclosure along the western and north western boundaries of the application site, shall be erected and maintained during the whole construction period.

In the interests of health and safety and to safeguard the playing surface of the pitch from damage during the construction phases of the development, in accordance with policy SC6 of the South Tyneside Local Development Framework and the NPPF.

11 The development shall be carried out in accordance with the proposed ground levels, finished floor levels shown on Drg no. 1003-01 rev C received 18/02/2022.

To safeguard the amenities of the occupiers of existing neighbouring dwellings and in the interest of visual amenity in accordance with Policies DM1 and DM6 of the South Tyneside Local Development Framework and the NPPF.

12 Notwithstanding the details submitted, prior to the commencement of the development above damp proof course level, samples and details of all external materials for the dwellings hereby approved and details for hard surfacing, shall be submitted to the local planning authority and approved in writing. All works shall be carried out in accordance with the approved details.

To safeguard the character and appearance of the West Boldon Conservation Area in accordance with Local Development Framework Policies DM1 and DM6 and the NPPF.

13 No works (including demolition) shall be undertaken and no plant, machinery or building materials shall be brought to site until the detailed tree protection measures, as detailed in the Arboricultural Method Statement inc. Impact Assessment ref: ARB/CP/2492 dated April 2021 received 18/02/2022 (and in accordance with BS5387 'Trees in Relation to design, demolition and construction' 2012, and NJUG guidelines), have been carried out on site. Furthermore, in accordance with the Pre-development and Site Preparation measures, as set out in the Arboricultural Method Statement inc. Impact Assessment ref: ARB/CP/2492 dated April 2021 received 18/02/2022, no work (including demolition) shall commence on site until the project arboriculturist has checked the protective fencing and ground protection measures have been installed on site and certification of inspection has been submitted to and approved in writing by the Local Planning Authority.

The development must be undertaken on site in strict accordance with the approved details and the tree protection features and ground protection measures shall be maintained in position and in good order during the whole period of construction works on site. Works, including the excavation, removal or deposit of earth or other materials shall not be carried out within any area enclosed by protective fencing without the written prior consent of the Local Planning Authority.

To ensure that existing trees within and adjacent to the site, several of which are the subject of a Tree Preservation Order, are adequately protected during the period of construction works and to safeguard the character and appearance of the West Boldon Conservation Area in accordance with Local Development Framework Policies DM1 and DM6 and EA1 and the NPPF.

14 No dwelling hereby permitted shall be occupied unless and until full details of hard and soft landscaping and on-site biodiversity enhancement measures have been submitted to and approved in writing by the Local planning Authority. These details shall include:
a) Planting plans including the type, height, species, densities and location of any new trees, hedges and shrubs as well as any proposed seeding or turfing, topsoil depths, planting specification and boundary enclosure.
b) Details for 5 no. integrated roosting features for birds (on elevations facing north, north east or north west) and 4 no. integrated bat boxes on south west elevations.
c) Timing details regarding implementation thereof.

Thereafter landscaping works and biodiversity enhancement measures shall be implemented as approved in accordance with the approved timing details.

To safeguard the character and appearance of the West Boldon Conservation Area in ensure a satisfactory standard of development in the interests of visual amenity and biodiversity in accordance with NPPF and South Tyneside Local Development Framework policies EA3, DM7 and DM1.

15 No dwelling hereby permitted shall be occupied unless and until a Habitat Management and Monitoring Plan has been submitted to and approved in writing by the Local Planning Authority. The contents of that plan shall accord with the requirements of BS8683:2021 - process for designing and implementing Biodiversity Net Gain - Specifications' including details of, but not restricted to, the following:

a) the project's biodiversity baseline assessment against which BNG outcomes are assessed and monitored;
b) the project's BNG targets;
c) the number of years to achieve and then maintain the BNG targets which shall comprise a continuous period of at least 30 years from first occupation of the development;
d) a programme detailing the long-term phases of the management and monitoring activities;
e) a monitoring plan to inform decisions about management, whether assessing progress towards the BNG targets is on track and whether changes to management are required to achieve the targets;
f) the roles, responsibilities and required competencies of those involved with implementing and monitoring the BNG design during the implementation and post-implementation stages;
g) provision for any approved landscaping that is removed, dies or becomes seriously diseased within the agreed timescales for achieving and maintaining the BNG targets to be replaced in the next planting season with landscaping of similar size and species to that which it replaces.

Thereafter the Habitat Management & Monitoring Plan shall be carried out/implemented as approved and in accordance with the approved timetables.

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

16 No development shall take place (including any demolition, ground works, site clearance) until a method statement for the following have been submitted to and approved in writing by the local planning authority:
a) A precautionary method statement for bats in the context of demolition works on site.
b) A hedgehog method statement detailing the measures required to protect these species from harm during de-vegetation, site clearance and construction works.
c) An invasive non-native species method statement, detailing the containment, control and removal of Montbretia from the site.
The content of the method statement shall include the:
a) purpose and objectives of the method statements.
b) detailed design(s) and/or working method(s) necessary to achieve the stated objectives.
c) extent and location of relevant works shown on appropriate scale maps and plans.

d) Timetable for implementation, demonstrating that works are aligned with the proposed phasing of construction.
e) Persons responsible for implementing the method statements and clearly stating when/if an Ecological Clerk of Works is required to oversee works.
The works shall be caried out in accordance with the approved details.

To ensure the development does not harm habitats, encourages biodiversity and ensures the appropriate containment, control and removal of an invasive non-native species in accordance with the NPPF and South Tyneside Local Development Framework policies EA3, DM1 and DM7 and the Wildlife and Countryside Act 1981.

17 No removal of hedgerows, tree, shrubs or other vegetation shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interests on site. All British Birds, their nests and eggs (with certain limited exceptions) are protected by Section 1 of the Wildlife and Countryside Act 1981. Any such written confirmation should be submitted to the Local Planning Authority.

To ensure that breeding birds are protected from harm during construction in accordance with the Countryside Act 1981, the NPPF and South Tyneside Local Development Framework policies EA3, DM1 and DM7 and the NPPF.

18 Before the first occupation of any dwelling hereby permitted, full details of the proposed external lighting to serve the development shall be submitted to and approved in writing by the local planning authority. All external lighting shall be installed and thereafter retained in accordance with the approved details.

In the interests of both visual and residential amenity and to minimise impacts from lighting on existing habitats (specifically retained trees from upward directional lighting) in accordance with Core Strategy policy EA3 and Development Management policies DM1 and DM7 of the South Tyneside Local Development Framework and the NPPF.

19 Development shall not commence until a Construction Method Statement, together with a supporting plan, has been submitted to and approved in writing by the Local Planning Authority. The approved Construction Method Statement shall be adhered to throughout the construction period. The Construction Method Statement and supporting plan shall, where applicable, provide for:

a) details of temporary traffic management measures, temporary boundary treatments, vehicular/pedestrian gates, visibility splays.
b) Method of preventing mud or other materials spilling out onto the highway from the site and/or cleaning the highway of such materials.
c) the loading and unloading of plant and materials.
d) storage of plant and materials used in constructing the development.

To prevent nuisance in the interests of residential amenity and highway safety, in accordance with South Tyneside LDF Policy DM1 and the NPPF.

20 Notwithstanding the details shown on drawing no. (00)391 rev G received 29/06/2022, no dwelling shall be occupied unless and until specification details in respect of the following off-site highway works and a timetable for implementation of these works have been

submitted to and approved in writing by the Local Planning Authority (in consultation with Nexus):

i. The modifications, widening and resurfacing of the vehicular access to North Road, together with associated replacement / re-location of street lighting column and interactive speed sign (impacted by the widening works);

ii. Re-location of bus stop, shelter and associated infrastructure on North Road, together with provision of raised kerbing, removal / adjustments to the pedestrian guard rail, reinstatement of footway / carriageway areas, adjustments to signage, road markings, including provision of system of double white lines in the central North Road carriageway, and associated works; and

iii. Modifications/removal of the maintenance access gates from the footway of North Road (in line with the pedestrian guard rail).

Thereafter, those off-site highway works shall be undertaken in full accordance with the specification and timetable details approved by the Local Planning Authority.

In the interests of highway and pedestrian safety, in accordance with the Policy DM1 of the South Tyneside Local Development Framework and the NPPF.

21 No dwelling hereby permitted shall be occupied unless and until the means of vehicular access from North Road to serve the residential development has been constructed in accordance with the approved plans.

In the interests of highway and pedestrian safety, in accordance with policies A1 and DM1 of the South Tyneside Local Development Framework and the NPPF.

22 Notwithstanding the details shown on drawing no. BOL-NORR-YY-00-DR-A-90-001 rev B received 23/11/2022 and drawing no. BOL-NORR-YY-DR-A-90-000 rev D received 23/11/2022, prior to the commencement of development above damp proof course level, full details for the car park layout serving the playing field, including 7no. car parking spaces, turning area, passing place, surface treatments and sub-construction layers and entrance gate and a timetable for implementation of these works shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter, the works shall be undertaken in full accordance with the specification and timetable details approved by the Local Planning Authority.

In the interests of highway and pedestrian safety, in accordance with the Policy DM1 of the South Tyneside Local Development Framework and the NPPF.

23 No dwelling hereby permitted shall be occupied unless and until the car parking areas indicated on the approved plans have been provided for that dwelling and all visitor bays have been implemented in accordance with the approved plans. Thereafter all such car parking shall remain in place and be available for such use at all times.

To ensure vehicle parking is accommodated within the site, in the interests of highway safety, in accordance with Policy DM1 of the South Tyneside Local Development Framework, SPD6 and the NPPF.

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

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 Highway condition survey.

You should note that a highway condition survey is required to be carried out before the commencement of construction vehicle movements associated with this site. To arrange a survey contact South Tyneside Council at Highways@SouthTyneside.gov.uk . Any damage caused to the highway resulting from the construction phase of the development is required to be repaired and made good to the satisfaction of the Highway Authority.

5 Reminder to not store building material or equipment on the highway.

Building materials or equipment shall not be stored on the highway unless otherwise agreed. You are advised to contact Highways@SouthTyneside.gov.uk for Skips and Containers licences.

6 Section 278 Agreement and works in adopted highway.

You are advised that offsite highway works required in connection with this permission are under the control of the Council's Highway and Infrastructure Team and will require an Agreement under section 278 of the Highway Act 1980. These works are required to be technically approved and satisfactorily completed before the development is first brought into use. All such works will be undertaken by the Council at the applicant's expense. You should contact the Highway and Infrastructure Team at Highways@SouthTyneside.gov.uk to progress this matter.

7 Road Safety Audits.

You should note that Road Safety Audits are required to be undertaken as part of the S278 Agreement works process, in accordance with GG119. South Tyneside Council is the Overseeing Organisation Representative for this service. Please contact: Highways@SouthTyneside.gov.uk to discuss the processes and scoping of the RSA.

8 Contact Lighting Section.

You are advised to contact the Council's Lighting Section on Highways@SouthTyneside.gov.uk before and during the construction period with respect of de-commissioning and installation of new street lighting column (and interactive speed sign), to ensure sufficient illumination levels of the public highway.

9 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 bats or signs of bats (such as droppings or dead bats) be discovered at any stage during the works, work must stop immediately and advice sought from Natural England. Failure to do this may result in an offence being committed, regardless of planning consent, and could lead to prosecution.

A Inch

Andrew Inch
Senior Manager Planning

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

DRAFT

NOTES

1 This certificate is issued under the Town and Country Planning Acts, Regulations and Orders and does not constitute a permission, approval or consent by South Tyneside Council for any other purpose whatsoever. Applications must therefore be made to the appropriate Departments of the Council for any other permission, approval or consent (including Building Regulations approval or approval of South Tyneside Council as ground landlord where appropriate) which may be necessary in connection with the proposed development or anything incidental thereto, or the use to be made of the premises which form the subject of such development.

2 You may also require permissions, approvals or consents under other legislation, or from bodies other than South Tyneside Council. This could include works affecting a public sewer, gas main, or electricity line, works within the adopted highway, works affecting a public right of way, property covenants, legislation relating to disabled persons, land drainage consent, waste management consent, scheduled monument consent or works affecting protected habitats or species.

3. Any non-material change to the approved plan(s) that form part of this permission would require the submission of an application for a non-material change under section 96A of the Town and Country Planning Act 1990. Whether changes to a proposed development are considered non-material is a matter for Planning Authority discretion.

4 The approved development should be implemented in strict compliance with all of the planning conditions, and in particular any which require details to be approved prior to the commencement of the development. Failure to do so may result in any commencement of development being unauthorised, which could be liable to enforcement action.

5 If you wish to change, or not comply with, any of the planning conditions attached to the permission, then you will need to submit a new application for planning permission under section 73 of the Town and Country Planning Act 1990. This does not affect your statutory rights of appeal against any of the planning conditions. This includes if you wish to not comply with a condition attached to a permission which details the approved plan(s), so as to make a minor material change to the approved plan(s). A minor material change is defined as one whose scale and nature results in a development that is not substantially different from that which has been approved.

6 Your attention is drawn to your responsibilities under the Chronically Sick and Disabled Persons Act 1970 and the Disability Discrimination Act 1995 relating to disabled persons, to ensure that adequate attention has been paid to their needs. If the proposed development involves new or existing buildings to which the public are to be admitted, or offices, shops, railway premises, factories or educational buildings, provision should be made for the means of access, parking and sanitary conveniences to meet the needs of disabled people. In addition, appropriate signposting of the facilities should be provided. In carrying out these statutory obligations your attention is drawn to the "Code of Practice for Access for the Disabled to Buildings" (BS5810:1979). You are advised to seek professional advice to ensure that you meet your legal obligations under the Disability Discrimination Act 1995, especially with regard to Part III thereof.

APPEALS TO THE SECRETARY OF STATE

7 **Only the applicant possesses the right of appeal**

If you are aggrieved by the decision of 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://www.gov.uk/appeal-planning-decision

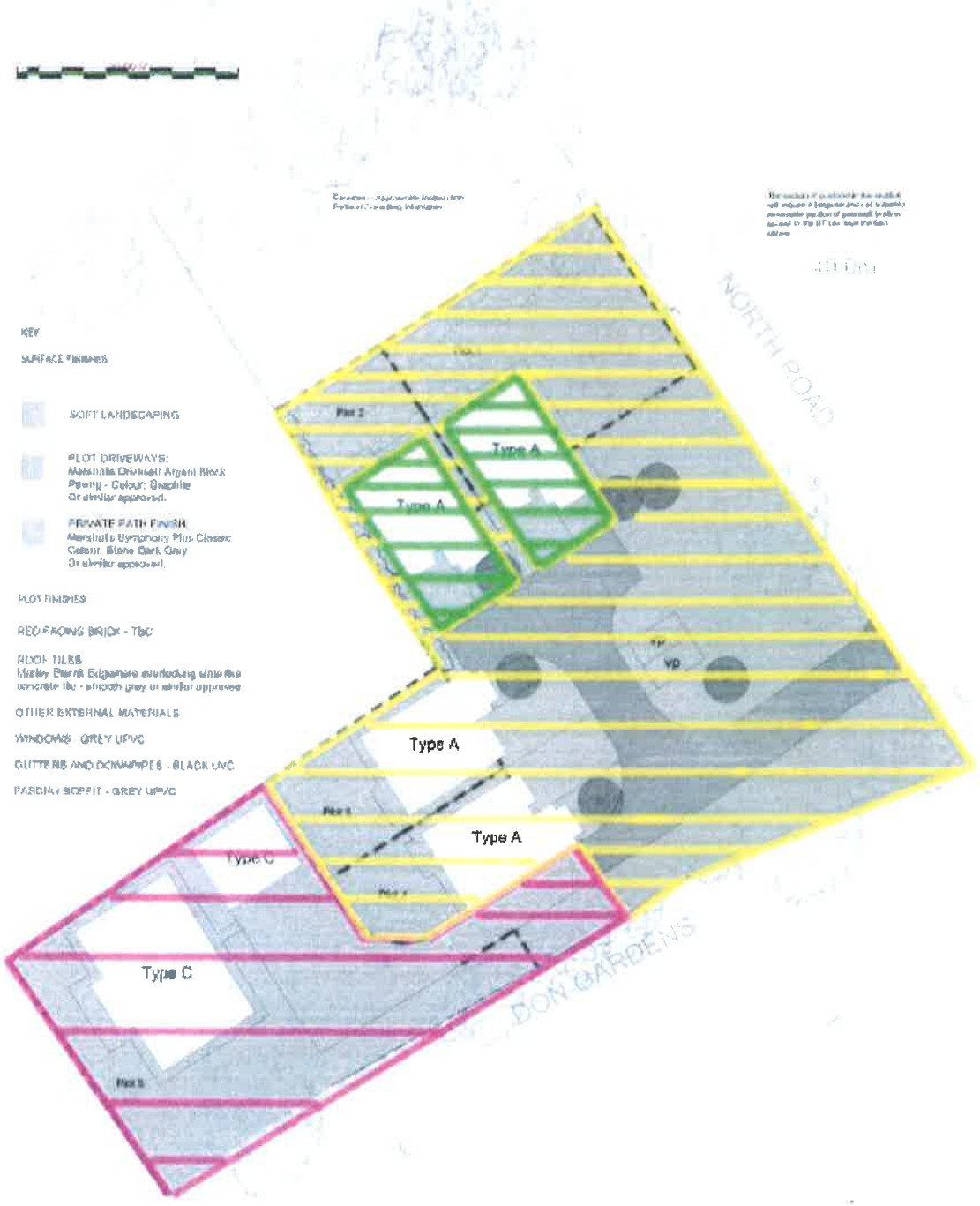
The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

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) 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.


KEY
SURFACE FINISHES
SOFT LANDSCAPING
PLOT DRIVEWAYS:
Marshalls Driveset Argent Block Paving - Colour: Graphite Or similar approved.
PRIVATE PATH FINISH:
Marshalls Symphony Plus Classic Colour: Stone Dark Grey Or similar approved.
PLOT FINISHES
RED FACING BRICK - TBC
ROOF TILES
Marley Eternit Edgemere interlocking slate effect concrete tile - smooth grey or similar approved
OTHER EXTERNAL MATERIALS
WINDOWS - GREY UPVC
GUTTERS AND DOWNPIPES - BLACK UVC
FASCIA / SOFFIT - GREY UPVC
Type A
Type A
Type A
Type A
Type C
Type C
Plot 2
Plot 3
Plot 4
Plot 5
NORTH ROAD
DON GARDENS

23.39 x 33.11