

DATED

11 October

2023

THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

AND

BEAUMONT AND PARTNERS 008 LIMITED

AND

NOVAVITA LTD

AGREEMENT

Under section 106 of the Town and Country Planning Act 1990

Former Buzzers Bar and Social Club and Institute, Victoria Road, South Shields NE33 4NL

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

This deed is dated

11 October

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) BEAUMONT AND PARTNERS 008 LIMITED (Company number 13790699) whose registered office is at 4 South Walk, West Wickham, Kent, United Kingdom, BR4 9JA (**Owner**)
- (3) NOVAVITA LIMITED (Company number 13524780) whose registered office is at 49 Low Street Haxey, Doncaster, England, DN9 2LE (**Mortgagee**)

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 subject to a mortgage in favour of the Mortgagee but otherwise free from encumbrances.
- C. The Owner has made the Planning Application and is proposing to carry out the Development.
- D. The Mortgagee is the registered proprietor of the charge dated 15 February 2022 referred to in entry number two of the charges register of Title Number TY354493 and has agreed to enter into this deed to give its consent to the terms of this deed.
- E. The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 19 June 2023 that it was 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 higher of 5% and the base rate from time to time of Lloyds Bank plc.

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

- 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 the change of use and redevelopment of the Property to 6 self-contained residential apartments (use class C3/C4) and 2x 8-bedroom HMO apartments (Sui generis) with construction of an exterior stairwell. External works to include new windows, cedar timber panels, walls and railings to cycle and bin storage area and new canopy.

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.

Local Plan: the Council's Local Development Framework, being a suite of documents comprising the Core Strategy, Development Management Policies, Area Action Plans and Site Specific Allocations documents.

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.

Plan: the plan attached as Annex A.

Planning Application: the application for full planning permission registered by the Council on 12 August 2022 under reference number ST/0501/22/FUL.

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

Property: the land at Former Buzzers Bar and Social Club and Institute, Victoria Road, South Shields NE33 4NL shown edged red on the Plan and registered at HM Land Registry with absolute title under title number TY354493.

TCPA 1990: Town and Country Planning Act 1990.

Traffic Contribution: £5,000.00 (five thousand pounds) Index Linked, to be used by the Council in connection with the introduction of on-street traffic restrictions to mitigate the impacts of the Development in the surrounding streets.

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. 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.

4. COVENANTS TO THE COUNCIL

The Owner and (subject to clause 23) the Mortgagee covenant with the Council to:

- a) observe and perform the covenants, restrictions and obligations contained in Schedule 1 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 to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. INDEXATION

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

7. LIABILITY OF OWNERS OF INDIVIDUAL DWELLINGS AND STATUTORY UNDERTAKERS

The obligations in this deed shall not be enforceable against:

- 7.1. any purchaser (including its successors in title) of any individual Dwelling; or
- 7.2. a statutory undertaker whose only interest in any part of the Property is held for the purposes of its undertaking.

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 (with the exception of 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 Owner shall pay to the Council on or before the date of this deed the Council's reasonable

and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

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 Mortgagee has any legal or equitable interest in the Property.

13.2. Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property (save in respect of any individual Dwelling):

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. CANCELLATION OF ENTRIES

14.1. 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.

14.2. 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.

15. DISPUTES

15.1. 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.

15.2. If the parties are unable to resolve the dispute amicably pursuant to clause 15.1, one party may by serving notice on all the other parties (the **Notice**) refer the dispute to an Expert for determination.

15.3. The Notice must specify:

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

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

15.3.3. the name and address of the proposed Expert.

- 15.4. 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
- 15.5. 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.
- 15.6. 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.
- 15.7. 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.

16. NO FETTER OF DISCRETION

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

17. 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.

18. FUTURE PERMISSIONS

- 18.1. Subject to clause 18.3, 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.
- 18.2. 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.
- 18.3. If an application is made under section 73 of the TCPA 1990 in respect of the Planning Permission to carry out the Development without complying with a condition or conditions to which the Planning Permission is subject (a '**S73 Application**') then in the event that the Council is minded to approve such S73 Application:
- 18.3.1. if the Council considers that the planning obligations contained in this deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to the **Planning Permission** in this Deed shall be deemed to also be (or, as the case may be, construed as including) references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of

the TCPA 1990; or

- 18.3.2. if the Council considers prior to the grant of any new permission that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms, or if the Council considers modifications to this deed are required for reasons of ambiguity in connection with this deed if clause 18.3.1 has effect, or for any other reason, then for the avoidance of doubt nothing in this Clause 18.3 shall fetter the Council's right in the exercise of its proper planning judgment to secure the completion of such further deed made pursuant to section 106 of the TCPA 1990 as it considers necessary and in such case Clause 18.3.1 shall be disregarded.

19. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 19.1. nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- 19.2. 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.

20. NOTICES

- 20.1. Any notice or other communication to be given under this deed must be in writing and must be:
- 20.1.1. delivered by hand; or
- 20.1.2. sent by pre-paid first class post or other next working day delivery service.
- 20.2. Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
- 20.2.1. to the Council at Town Hall and Civic Offices, Westoe Road, South Shields NE33 2RL marked for the attention of the Corporate Lead – Legal & Governance;
- 20.2.2. to the Owner at their registered address from time to time marked for the attention of **Ryan Beaumont**;
- 20.2.3. to the Mortgagee at their registered address from time to time marked for the attention of **Mark Husler**
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 20.3. Any notice or other communication given in accordance with Clause 20.1 and Clause 20.2 will be deemed to have been received:
- 20.3.1. 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

20.3.2. 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.

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

20.5. 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.

21. 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.

22. VALUE ADDED TAX

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

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

23. MORTGAGEE'S CONSENT

23.1. The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.

23.2. The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

24. 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

[Redacted]

Beaumont and Partners 008 Limited

Acting by a director

[Redacted]

And a director

[Redacted]

Excuted as a Deed by

[Redacted]

Novavita Ltd

Acting by a director in the presence of

Witness Sign

[Redacted]

Witness Name

[Redacted]

Address

[Redacted]

SCHEDULE 1

FINANCIAL CONTRIBUTIONS

1. TRAFFIC CONTRIBUTION

To pay to the Council the Traffic Contribution within 14 days of receipt a written demand from the Council.

SCHEDULE 2

COVENANTS BY THE COUNCIL

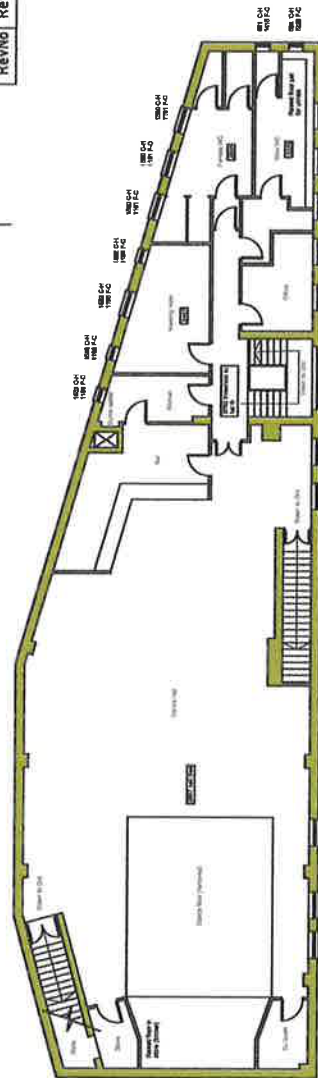
The Council covenants to the Owner as follows:

1. Subject to the Owner complying with its obligation at clause 4b), to submit a demand for the Traffic Contribution no later than six months after the Commencement Date.
2. 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.
3. 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.
4. If any financial contribution has not been spent or committed for expenditure by the Council within five 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.
5. 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.

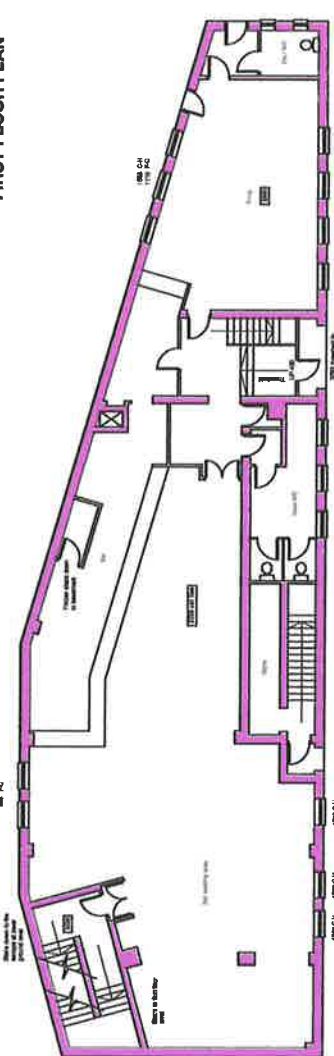
**ANNEX A
PLAN**



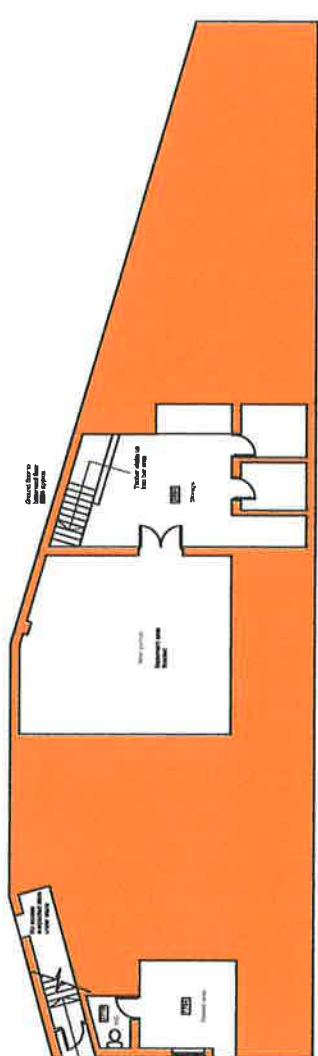
RevNo	Revision note	Date	Signature	Checked
8				
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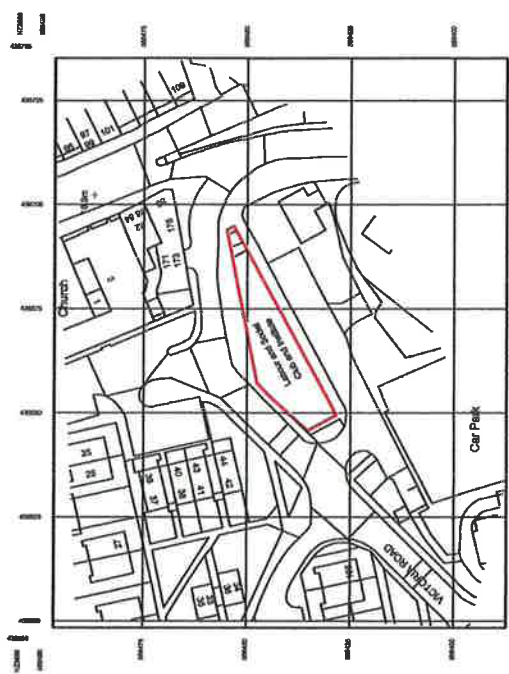
FIRST FLOOR PLAN



GROUND FLOOR PLAN



LOWER GROUND FLOOR PLAN



LOCATION PLAN 1:1250

Itemref	Quantity	Title/Name, designation, material, dimension etc	Article No./Reference
Surveyed by TIM-ROWLEY	Checked by TIM-ROWLEY	Approved by - date TIM-ROWLEY	File name BUZZERS
12 Forge Road Widnes Cheshire S82 5PS 07594 063288	Lead Regulatory Plans Topographical Building Measurement SUA Images PICO CAA Approved	BUZZERS BAR	Scale 1:200
SOUTH_SHIELDS_NEWCASTLE			Sheet A3
A3-01			Edition 01
6			8

ANNEX B
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:

Origin Planning Services Ltd
FAO: Miss Charly Wilson
3B Evolution
Wynyard Business Park
Wynyard
TS22 5TB

Application No: ST/0501/22/FUL**Date of Issue:** [xx/xx/xxxx]

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

Proposal: Change of use and redevelopment of former Buzzer's Bar and Social Club and Institute (use class sui generis) to 6 self-contained residential apartments (use class C3/C4) and 2x 8-bedroom HMO apartments (Sui generis) with proposed construction of an exterior stairwell. External works to include new windows, cedar timber panels, walls and railings to cycle and bin storage area and new canopy.

Location: Former Buzzers Bar, Victoria Road, South Shields, NE33 4NL

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 Approved plans

The development shall be carried out in accordance with the approved plans as detailed below

PL130 Rev. D (proposed site layout) received 10/03/2023
PL115 Rev. D (proposed basement level) received 10/03/2023
PL100 Rev. C (proposed ground floor level) received 10/03/2023
PL110 Rev. C (proposed first floor level) received 10/03/2023
PL200 Rev. A (proposed elevations) received 10/03/2023

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 External facing materials

The development hereby permitted shall be carried out in accordance the external facing details set out on plan PL200 Rev. A (proposed elevations) received 10/03/2023.

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

4 Acoustic glazing / ventilation measures

No part of the development hereby permitted shall be occupied unless and until the acoustic glazing / ventilation specifications set out at Section 6 (Figure 6.1 and paras. 6.1.5 to 6.1.8 and the related Appendix G) of the Noise Assessment received 01/08/2022 has been provided to serve it. Thereafter, the acoustic glazing / ventilation shall be maintained and retained for their intended purposes.

To ensure a satisfactory standard of development in the interests of residential amenity in accordance South Tyneside Local Development Framework Policy DM1(B).

5 Cycle and refuse storage

No part of the development hereby permitted shall be occupied unless and until the cycle storage and bin storage to serve it and as shown PL130 Rev. D (proposed site layout) received 10/03/2023 and PL115 Rev. D (proposed basement level) received 10/03/2023 been provided. Thereafter, the cycle storage and bin storage shall be maintained and retained for their intended purposes.

To ensure a satisfactory standard of development in the interest residential amenity in accordance with South Tyneside Local Development Framework Policies DM1(B & G) and DM4(C).

6 Bin store dropped kerb

No part of the development hereby permitted shall be occupied unless and until a dropped kerb, as shown on plan D - 1001 contained within the Highways Technical Note received 10/03/2023 and to enable refuse containers to be collected, has been provided.

To ensure a satisfactory standard of development in the interest of residential amenity in accordance with South Tyneside Local Development Framework Policies DM1(B & G) and DM4(C).

7 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 with South Tyneside Local Development Framework Policy DM1(B).

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 **Stopping up**
Prior to starting work on this development, you are advised that the area of highway (footpath) within your development MUST be formally stopped up (under Section 247 of the Town & Country Planning Act 1990 [as amended]). This process can take up to six months and it is the responsibility of the applicant to seek this stopping up. This can be achieved by contacting: South Tyneside Council Legal Services Town Hall Westoe Road South Shields NE33 2RL. Failure to achieve the necessary Stopping Up order prior to development commencing may result in prosecution under the Highways Act 1980.
- 4 **Provision of refuse bins**
The Council requires the developer to provide the development before its first occupation refuse bins and recycling bins 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.
- 5 **HMO licence**
Parts of the proposal will require a house in multiple occupation (HMO) licence. For further details please contact Environmental Health by calling 0191 427 7000 or visit <https://www.southtyneside.gov.uk/article/7302/Apply-for-renew-or-change-an-HMO-licence>
- 6 **Highway condition survey**
You should note that a highway condition survey is required to be carried out before the commencement of development and 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.
- 7 **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 in writing. You are advised to contact Highways@SouthTyneside.gov.uk for Skips and Containers licences.
- 8 **New Dropped Kerb Access (S184)**
You should note that under the Highways Act 1980 a dropped kerb arrangement is required to assist bin/refuse collection associated with the site. These works are required to be carried out by South Tyneside Council's construction team prior to the building being occupied. To arrange the installation of the dropped kerb (and to make good of any



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.