

DATED 24 January 2005

THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF BEXLEY

-and-

TILFEN LAND LIMITED

-and-

GALLIONS HOUSING ASSOCIATION LIMITED

**AGREEMENT UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to the property known as Land at
Eastern Thamesmead Industrial Estate
Extension, Waldrist Way, Erith

Application Ref: 02/03373/OUTEA

Legal Services
London Borough of Bexley
Bexley Civic Offices
Broadway
Bexleyheath
Kent DA6 7LB
PG/S32/9/236



CONTENTS

PARTIES	1
RECITALS	1
1. Interpretation	2
2. Definitions	3
3. Statutory Provisions	7
4. Condition Precedent	8
5. Covenants and Obligations	8
6. Phasing of Development	8
7. Site Clearance etc	9
8. Highway and Related Works	9
9. Green Travel Plan	10
10. Construction Traffic	11
11. Innovation Centre	12
12. Public Transport Contribution	12
13. Greenwich Waterfront Transit Contribution	12
14. Pedestrian/Cycle Route	12
15. Public Access	13
16. Pedestrian/Cycle Bridge	13
17. Minibus Service	13
18. Water Drainage Management Plan	13
19. Air Quality Contribution	14
20. Vehicles on Site	14
21. Broadband Internet Access	14
22. Allocation of Floorspace to B8 Use	14
23. Management Plan	15
24. Ecological Master Plan	15
25. Local Employment	15
26. Public Footpath	15
27. Gallions	16
28. Limit of Consents	16
29. Severance	16
30. Representations	17
31. Modification of Agreement	17
32. Non-Waiver	17
33. Service of Notices	17
34. Local Land Charges/Land Registry	18
35. Value Added Tax	19
36. Approvals	19
37. Legal Fees	19
 SCHEDULE 1 – Highway Works	 20
 ANNEX 1 – Draft Planning Permission	
ANNEX 2 – Innovation Centre Specification	
ANNEX 3 – Resources Scheme	
ANNEX 4 – Footpath Plan	

THIS AGREEMENT is made the 24th day of January 2005
BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY of Civic Offices Broadway Bexleyheath Kent DA6 7LB ("the Council"); and
- (2) TILFEN LAND LIMITED (Company Registration No. 03685753) whose registered office is situate at 133 Nathan Way, West Thamesmead Business Park, London SE28 0AB ("the Developer") and
- (3) GALLIONS HOUSING ASSOCIATION LIMITED (Company Registration No. 03832795) of Harrow Manor Way, Thamesmead, London SE2 9XH ("Gallions")

WHEREAS:

- A** The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) and the local Highway Authority for the purposes of the Highways Act 1980 for the area in which the Site is situated.
- B** The Developer is the registered proprietor of the land and premises known as land at Eastern Thamesmead Industrial Estate registered at H M Land Registry under Title No. SGL609072 shown (for identification purposes only) edged red on the plan annexed hereto ("**Land A**") situate within the London Borough of Bexley
- C** Gallions is the registered proprietor of the land shown (for identification purposes only) edged blue on the plan annexed hereto ("**Land B**") being part of land registered at HM Land Registry under Title No. SGL616783 situate within the London Borough of Bexley.
- D** By written application dated 20 September 2002 and bearing statutory register number 02/03373/OUTEA the Developer applied to the Council for outline planning permission to develop Land A and Land B ("**the Site**") by the construction of a B1/B8 Business Park in three phases including landscape and ecological works and details of design, external appearance and siting for Phase 1 ("**the Development**").
- E** Having regard to the provisions of the development plan and to all other material considerations, the Council by resolution dated 13 January 2005 resolved that

power be delegated to the Head of Development Control to grant planning permission subject to conditions pursuant to the said application and subject to the Developer and the Council entering into this Agreement to make provision for regulating the Development and to secure the matters hereinafter referred to.

- F The Council has agreed to issue the Planning Permission upon completion of this Agreement in the form set out in **Annex 1** to this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. **INTERPRETATION**

- 1.1 In this Agreement in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-
- 1.2 Any references to an Act of Parliament shall include any modifications extensions or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 1.3 Words importing the singular number only shall include the plural number and vice versa and where any party to this Agreement comprises two or more persons or bodies relevant obligations contained in this Agreement on behalf of such persons or bodies shall be deemed to be joint and several unless otherwise specifically provided herein.
- 1.4 Words importing persons shall include corporations and vice versa
- 1.5 The headings in this Agreement are for ease of reference only and shall not be applicable in the interpretation of this Agreement.
- 1.6 Any reference to **"the Council"** in this Agreement shall include any statutory successor authority or authorities, and any references to **"the Developer"** or **"Gallions"** in this Agreement shall include their successors in title.

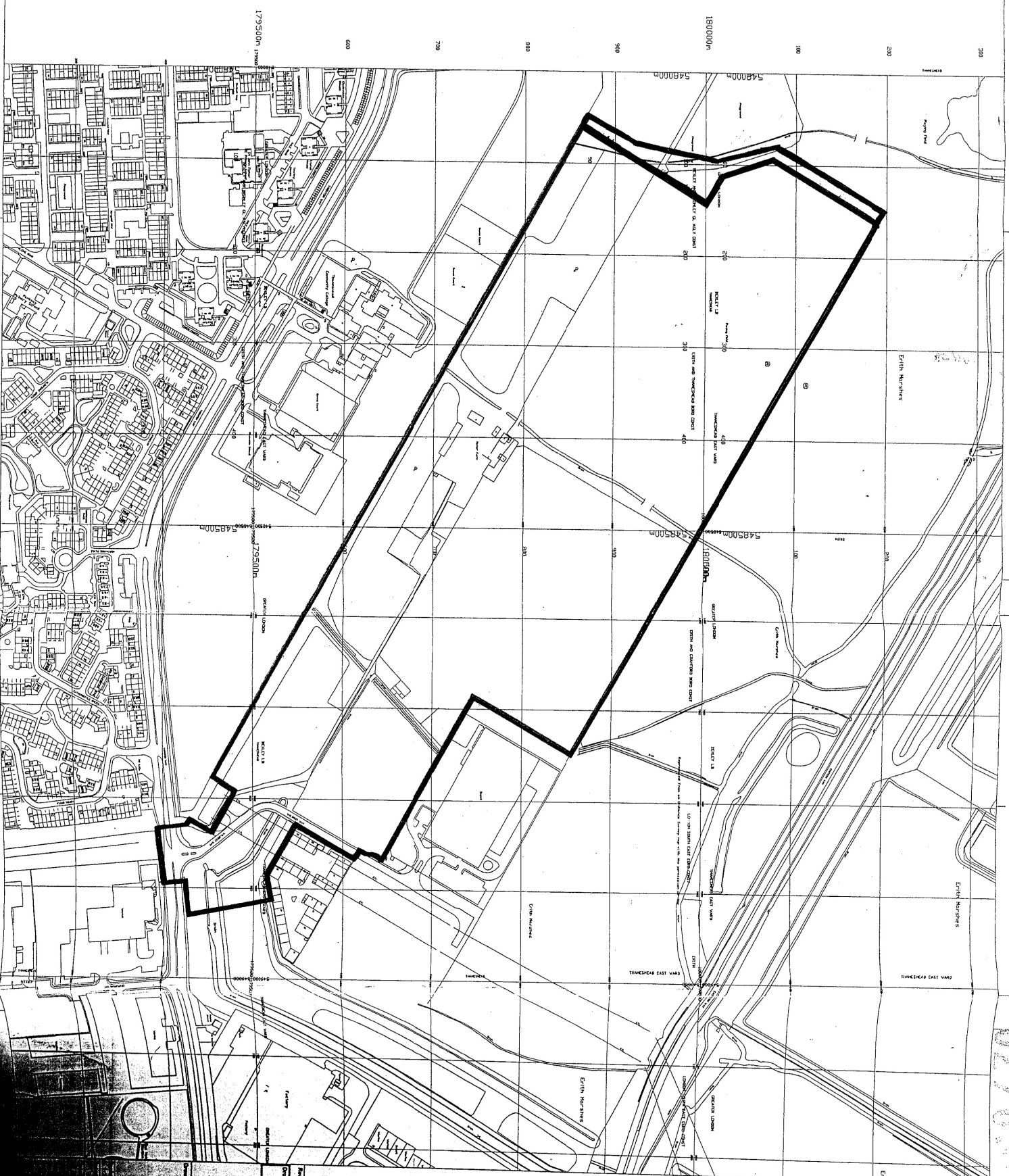
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THIS DRAWING MAY BE USED ONLY FOR THE PROJECT AND SITE SHOWN. NO OTHER WRITTEN DIMENSIONS SHALL BE USED

NOTES

LEGEND:

ETTP SITE



Revision Number	By	Date
0100444/002		
Project Number	Project Name	Project Location

EAST THAMESMEAD
BUSINESS PARK

APPLICATION SITE
BOUNDARY

1.7 For the purpose of such parts, if any, of this Agreement as may be subject to the rule against perpetuities, the perpetuity period applicable to this Agreement shall be eighty (80) years from the date hereof.

2. **DEFINITIONS**

2.1 Throughout this Agreement the following words and expressions shall have the following meanings unless the context otherwise provides or dictates:

2.2 **“the Act”** means the Town and Country Planning Act 1990 and Regulations made thereunder.

2.3 **“Air Quality Contribution”** means the sum of £15,000 to be paid to the Council by the Developer and to be applied by the Council towards the conduct of air quality monitoring.

2.4 **“Application”** means the written application dated 20 September 2002 bearing the statutory register number 02/03373/OUTEA, plans and other documentation submitted therewith including the Application Plans.

2.5 **“Application Plan”** and/or **“Application Plans”** mean all approved plans and drawings accompanying and forming part of the Application or any variations to the said plans as subsequently approved by the Council and any other Plan or Plans submitted following the grant of outline Planning Permission pursuant to details relating to reserved matters and approved by the Council.

2.6 **“Area 5”** means the area within the Site so identified in the Ecological Master Plan.

2.7 **“Assistant Director of Environmental Services (Strategic Planning and Regeneration)”** means the officer for the time being employed by the Council in that capacity or such other suitably qualified officer of the Council as the Council may reasonably nominate.

2.8 **“Commencement of Development”** shall only for the purposes of this Agreement mean the carrying out of a material operation pursuant to the Planning Permission initiated in accordance with the provisions of Section 56 of the Act on

the Site subject to the proviso that for the purposes of this Agreement development shall not include Site clearance or the Site investigation works required by paragraphs (a) and (b) attached to Condition 24 of the Planning Permission.

- 2.9 **“Conditions”** means the conditions set out in the Planning Permission and any other conditions subject to which subsequent written approvals are granted relating to matters reserved in the Planning Permission.
- 2.10 **“Cycle Route”** means a cycle route along Yarnton Way to be provided by the Council.
- 2.11 **“Cycle Route Contribution”** means the sum of £10,000 to be paid to the Council by the Developer as a financial contribution towards the Council's provision of the Cycle Route.
- 2.12 **“the Development”** means the development of the Site authorised by the Planning Permission.
- 2.13 **“development”** shall have the meaning given by Section 55 of the Town and Country Planning Act 1990.
- 2.14 **“Ecological Master Plan”** means the document entitled Ecological Master Plan East Thamesmead Business Park Version 2 September 2002 as submitted with the Application.
- 2.15 **“Greenwich Waterfront Transit Contribution”** means the sum of £10,000 to be paid to the Council by the Developer as a financial contribution towards the conduct of a feasibility study on the extension of the Greenwich Waterfront Transit System.
- 2.16 **“Greenwich Waterfront Transit System”** means a bus or tram mode of transport on a segregated route.
- 2.17 **“Head of Development Control”** means the officer for the time being employed by the Council in those capacities or such other officer as he/she may direct.

- 2.18 **“Head of Legal Services”** means the Solicitor for the time being employed by the Council in that capacity or such other legal officer of the Council as the Council may reasonably nominate.
- 2.19 **“Highway Authority”** means the Council acting in its capacity as Highway Authority.
- 2.20 **“the Highway Works”** mean the works specified in the Planning Permission and the works referred to in **Schedule 1** hereto to be completed prior to the first occupation of Phase 1.
- 2.21 **“Innovation Centre”** means a centre operated to the specification as set out in **Annex 2**.
- 2.22 **“landscaping”** shall include hard and soft landscaping to be provided in accordance with the Planning Permission and approvals thereunder.
- 2.23 **“the Management Plan”** means a plan for the management of the Development which shall include details of the management and maintenance of communal parking areas, access roads, landscaped areas and other communal facilities or areas provided as part of the Development and shall detail the operation of the management suite identified as Building A on Application Plan A4572/103G Development Parameters Plan.
- 2.24 **“Pedestrian/Cycle Route”** means a pedestrian/cycle route through the Development to connect up with the existing footpath network in Southmere Park to be provided by the Developer in accordance with details to be submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).
- 2.25 **“Phase 1”** means the first phase of the Development details of which have been submitted to the Council and which will include buildings 1000 (as identified in Application Plans A4572/603A, /604A and /605A), 1100 (as identified in Application Plans A4572/202J and /205G), and 1200 (as identified in Application Plans A4572/204G and /207G); the ecological works associated with Alders Dyke;

the drainage dyke south of the new access road; the active management of Area 5 in the Ecological Master Plan; the woodland management; the reconstruction of Waldris Way and the modified junction at Waldris Way and Yarnton Way including a width restrictor as shown on Application Plans A4572/105D Phasing and A4572/102G Illustrative Masterplan or as may otherwise be agreed by the Council

- 2.26 **“Phase 2”** means the second phase of the Development details of which are to be submitted to the Council which will include works as shown on Application Plan A4572/105D Phasing
- 2.27 **“Phase 2a”** means the part of Phase 2 as shown on Application Plan A4572/103G Development Parameters Plan.
- 2.28 **“Phase 2b”** means the part of Phase 2 as shown on Application Plan A4572/103G Development Parameters Plan.
- 2.29 **“Phase 3”** means the third phase of the Development details of which are to be submitted to the Council which will include works as shown on Application Plan A4572/105D Phasing.
- 2.30 **“Phase 3a”** means the part of Phase 3 as shown on Application Plan A4572/103G Development Parameters Plan.
- 2.31 **“Phase 3b”** means the part of Phase 3 as shown on Application Plan A4572/103G Development Parameters Plan.
- 2.32 **“the Planning Permission”** means the outline planning permission for the Development granted subject to the Conditions pursuant to the Application in the form attached at **Annex 1** hereto and shall include any subsequent written approvals granted thereunder.
- 2.33 **“the Plan”** means the plan annexed hereto.
- 2.34 **“public holiday(s)”** shall mean the day(s) declared to be observed as Public Holiday(s) or holiday(s) under the Banking and Financial Dealings Act 1971 and all other nationally recognised public holidays.

- 2.35 **"Public Transport Contribution"** means the sum of £15,000 to be paid to the Council by the Developer as a financial contribution towards the provision of environmental improvements to the physical infrastructure of access to public transport nodes in the area of the Development.
- 2.36 **"Resources Scheme"** means the Council's scheme for promoting the use of local labour within the London Borough of Bexley the details of which are set out in **Annex 3** hereto.
- 2.37 **"the Site"** shall mean Land A and Land B shown (for identification purposes only) edged red and blue respectively on the Plan.
- 2.38 **"Statutory Undertaker"** means a statutory undertaker as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications Plc.
- 2.39 **"Waiting Restrictions Contribution"** means the sum of £5,000 to be paid to the Council by the Developer as a financial contribution towards the investigation and implementation if required of area wide waiting restrictions.
- 2.40 **"Water Drainage Management Plan"** means a plan for the management of water drainage within the Site which shall include specific details concerning arrangements for the control of water levels in the dykes with an agreed low water level.

3. **STATUTORY PROVISIONS**

- 3.1 **THIS AGREEMENT** is made pursuant to the provisions of Section 106 of the Town and Country Planning Act 1990, and all other powers and enabling enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the parties hereto and Site.
- 3.2 Covenants in this Agreement falling within the provisions of Section 106 of the Act shall be deemed to be planning obligations to which the said Section shall apply.

4. **CONDITION PRECEDENT**

4.1 Except for **clauses 6, 8.1, and 8.2, 13.1, 18 and 37** the obligations and covenants in this Agreement shall not take effect until the Developer implements the Planning Permission ("**the Implementation Date**") by commencing development pursuant to the terms of the Planning Permission PROVIDED ALWAYS that the carrying out of Site clearance or the Site investigation works required by paragraphs (a) and (b) attached to Condition 24 of the Planning Permission shall not be deemed to be Commencement of Development; and

4.2 It is hereby agreed that in the event of the Planning Permission being quashed as a result of legal proceedings or being revoked or shall expire then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other provided that the sums paid by the Developer to the Council under clauses 8.2 and 13.1 shall not be refunded.

5. **COVENANTS AND OBLIGATIONS**

5.1 The Developer hereby covenants with the Council that this Agreement and each and every covenant contained herein shall be binding on and enforceable against the Developer and its successors in title to the Site and any other person or persons claiming any interest through or under the Developer.

5.2 No person shall be liable for breach of a covenant contained in this Agreement after he/she shall have parted with his interest in the Site or the part in respect of which such breach occurs but without prejudice to any liability for any subsisting breach of contract prior to parting with such interest.

6. **PHASING OF DEVELOPMENT**

The Development shall be carried out sequentially in accordance with Application Plan A4572/105D Phasing and for the avoidance of doubt the phases of the Development shall be completed in ascending numerical order or as may be otherwise agreed in writing by the Council.

7. **SITE CLEARANCE ETC**

The Developer shall prior to the Commencement of Development submit to the Council for approval (such approval not to be unreasonably withheld or delayed) details of site clearance works to be carried out on the Site including waste processing of material derived from the Site and for noise and dust attenuation during construction and the Developer hereby undertakes to carry out the Development in accordance with the details so approved by the Council.

8. **HIGHWAY AND RELATED WORKS**

- 8.1 Prior to the Commencement of Development the Developer shall enter into an Agreement or Agreements with the Council pursuant to Section 38 and/or Section 278 of the Highways Act 1980 or any other provision of law deemed appropriate providing for the carrying out of the Highway Works (but to the extent only that the Highway Works involve land within the Site or land forming part of the existing highway(s)) together with such bonding as the Council may reasonably require and the Developer hereby undertakes to carry out and complete at the Developer's own cost all such works.
- 8.2 The Developer covenants with the Council to pay the Cycle Route Contribution to the Council for it to design and carry out all necessary works in connection with the provision and future maintenance of the Cycle Route, and the said sum shall be paid to the Council on completion of this Agreement. The Council hereby covenants with the Developer that the said sum shall be applied for the purpose herein provided and for no other purpose.
- 8.3 The Developer shall pay to the Council the sum of TWO THOUSAND POUNDS (£2,000) in respect of advertising and all other reasonable costs and expenses incurred by the Council in the preparation and obtaining of each traffic order issued in respect of the Highway Works involved in the Development. The Developer shall pay the Council within 14 days of the Developer's receipt of any written demand from the Council.

- 8.4 Prior to first occupation of Phase 1 the Developer covenants to construct at its own cost a toucan crossing on Yarnton Way in accordance with details to be submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).
- 8.5 The Developer covenants with the Council to pay the Waiting Restrictions Contribution to the Council on commencement of Phase 2.
- 8.6 The Council covenants with the Developer to use the Waiting Restrictions Contribution towards the investigation of the need for and the implementation of area wide waiting restrictions in the event that the Development causes overspill parking in adjacent streets and for no other purpose.

9. **GREEN TRAVEL PLAN**

- 9.1 The Developer covenants with the Council not to bring the Development into use or occupation until a travel plan ("**the Travel Plan**") designed to reduce car traffic by encouraging employees of occupiers of the Development to use public transport, the proposed minibus service and other environmentally friendly transport with clear objectives and a package of measures to encourage sustainable travel, discourage car use and encourage staff to comply with component elements of the plan and set clear targets with specific dates has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).
- 9.2 The Travel Plan shall include, but is not limited to;
- 9.2.1 the provision of a minibus service for the transport of employees to and from the Development as referred to in clause 17 of this Agreement
- 9.2.2 the review of parking in relation to the Development prior to the implementation of Phase 3 and the implementation of remedial strategies identified by the said review; and
- 9.2.3 the setting up of procedures for periodic monitoring and reviewing to ensure that the said objectives and measures are satisfactorily implemented and to allow for

the introduction of alternative measures as agreed by the Council (such approval not to be unreasonably withheld or delayed).

- 9.3 The Development shall be operated and occupied in accordance with the approved Travel Plan.

10. **CONSTRUCTION TRAFFIC**

The Developer covenants with the Council as follows:-

- 10.1 At all times during the course of the Development to maintain on the Site a wheel cleaning facility and to ensure that all construction vehicles emerging from the Site onto the adjoining public highways make use of such facility.
- 10.2 To reimburse the Council within twenty eight days of a demand the proper cost of making good any damage to or moving any mud or debris from the roads pavements or land adjoining the Site and any services therein (the condition of which is evidenced by an agreed photographic and annotated survey) completed prior to Commencement of Development arising out of or by reason of the redevelopment of the Site.
- 10.3 To comply with such proper and reasonable directions as may be given by the Council from time to time acting through their Assistant Director of Environmental Services (Strategic Planning and Regeneration) or such officer appointed for the purpose with regard to the route to be followed by contractors' plant and equipment and vehicles entering or leaving the Site.
- 10.4 To ensure that all works of demolition and/or construction and ancillary operations (including the movement of heavy goods vehicles to and from the Site) which are audible at the boundary of the Site are carried out only between the hours of 08.00 hours and 18.00 Monday to Friday and between 08.00 and 12.00 on Saturday, and at no time on Sunday and public holidays unless prior written approval of the Council has been obtained such approval not to be unreasonably withheld or delayed.

11. **INNOVATION CENTRE**

The Developer shall provide within Phase 1 of the Development a building to be constructed and operated as an Innovation Centre in accordance with the Application Plans and the specification at **Annex 2**.

12. **PUBLIC TRANSPORT CONTRIBUTION**

12.1 The Developer covenants with the Council to pay the Public Transport Contribution to the Council prior to Commencement of the Development.

12.2 The Council covenants with the Developer to use the Public Transport Contribution towards the provision of environmental improvements to the physical infrastructure of access to public transport nodes in the area of the Development and thereafter to repay to the Developer any money which has not been spent within ten years of the date of payment.

13. **GREENWICH WATERFRONT TRANSIT CONTRIBUTION**

13.1 The Developer covenants with the Council to pay the Greenwich Waterfront Transit Contribution to the Council on completion of this Agreement.

13.2 The Council covenants with the Developer to use the Greenwich Waterfront Transit Contribution towards the conduct of a feasibility study on the extension of the Greenwich Waterfront Transit System and thereafter to repay to the Developer together with interest thereon at the base lending rate of the Royal Bank of Scotland plc from time to time any money which has not been spent within ten years of the date of payment.

14. **PEDESTRIAN/CYCLE ROUTE**

The Developer covenants with the Council to provide that part of the Pedestrian/Cycle Route within Phase 1 prior to first occupation of Phase 1 and to provide the remainder of the Pedestrian/Cycle Route prior to first occupation of Phase 2.

15. **PUBLIC ACCESS**

The Developer covenants with the Council that prior to the first occupation of Phase 2 access to the Pedestrian/Cycle Route through the Site shall be available to the public at all times unless otherwise agreed in writing by the Council who will take into account any safety and security concerns and have due regard to any advice of the police, fire authority or other body with statutory responsibility for health, safety or security.

16. **PEDESTRIAN/CYCLE BRIDGE**

The Developer covenants to provide prior to first occupation of Phase 1 at its own cost a new pedestrian/cycle bridge alongside the existing road bridge on Waldrist Way in accordance with details submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed.)

17. **MINIBUS SERVICE**

17.1 The Developer covenants with the Council that subsequent to the first occupation of Phase 2 and from a date to be specified by the Council the Developer shall provide a minibus service for the Development to transport those persons employed in connection with the Development to and from the surrounding local area which service shall be operated in accordance with details as agreed between the Council and the Developer (such agreement not to be unreasonably withheld or delayed).

17.2 The use of the minibus service shall be monitored by the Developer for a period of twelve months following its introduction whereafter the Developer shall keep the need for the minibus service under review and submit the results of the review together with any suggested amendments or alterations to the minibus service to the Council for approval.

18. **WATER DRAINAGE MANAGEMENT PLAN**

The Developer covenants with the Council that prior to the Commencement of Development the Developer shall submit the Water Drainage Management Plan to

the Council for approval (such approval not to be unreasonably withheld or delayed.)

19. AIR QUALITY CONTRIBUTION

19.1 The Developer covenants with the Council to pay the Air Quality Contribution to the Council as follows:

19.1.1 The sum of £5,000 to be paid on Commencement of Development; and

19.1.2 The sum of £10,000 to be paid on the commencement of Phase 2.

19.2 The Council covenants with the Developer to use the Air Quality Contribution towards the conduct of air quality monitoring and thereafter to repay to the Developer together with interest thereon at the base lending rate of the Royal Bank of Scotland plc from time to time any money which has not been spent within ten years of the date of payment.

20. VEHICLES ON SITE

The Developer covenants with the Council that any occupier operating its own fleet of HGVs from the Site shall provide a systematic and documented maintenance and replacement programme for HGVs under the occupier's control to ensure that exhaust emissions are kept to the lowest reasonable level which shall be agreed in writing with the Council.

21. BROADBAND INTERNET ACCESS

Prior to the first occupation of any unit in Phase 1 the Developer covenants with the Council to provide broadband wide bandwidth internet access within Phase 1 of the Development and to provide the same facility to each of Phases 2 and 3 prior to their respective first occupation.

22. ALLOCATION OF FLOORSPEACE TO B8 USE

The Developer covenants with the Council that

22.1 the floorspace within Phases 2 and 3 of the Development to be occupied by businesses/activities within Use Class B8 shall be limited to no more than 50% of the floorspace of any such Phase;

22.2 Phase 1 shall only be occupied by the Innovation Centre and businesses/activities within use class B1; and

22.3 within each of Phases 2a 2b 3a and 3b no more than 50% of floorspace shall be occupied by activities within use Class B8.

23. **MANAGEMENT PLAN**

Prior to commencement of Phase 1 the Developer covenants to submit a Management Plan in respect of Phase 1 to the Council for approval (such approval not to be unreasonably withheld or delayed) and the Developer shall thereafter amend such Management Plan in respect of each stage of the Development as each Phase is progressed and resubmit the amended Management Plan to the Council for approval (such approval not to be unreasonably withheld or delayed).

24. **ECOLOGICAL MASTER PLAN**

The Developer covenants with the Council that prior to commencement of Phase 1 the Developer shall adopt and implement the Ecological Master Plan and in particular the active management of Area 5.

25. **LOCAL EMPLOYMENT**

Recognising national and local policies relating to regeneration of the local economy, the need for generating local employment and encouraging sustainable travel patterns the Developer covenants with the Council to ensure that any jobs created by the operation of the Development are notified to the Council's local labour Resources Scheme with a view to recruiting where possible from within the locality.

26. **PUBLIC FOOTPATH**

The Developer agrees to co-operate with the Council in respect of an order to be made by the Council diverting public footpath FP1 from the line marked A-B-C on the plan at **Annex 4** hereto to a line marked D-E-C on the said plan.

27. **GALLIONS**

27.1 Gallions hereby consent to the completion of this Agreement and to the construction of the Pedestrian/Cycle Route referred to in **clauses 2.24 and 14** hereof.

27.2 The Developer hereby covenants to indemnify Gallions in respect of any liabilities actions demands proceedings costs and expenses arising directly or indirectly as a result of having entered into this Agreement.

28. **LIMIT OF CONSENTS**

28.1 It is hereby agreed and declared that nothing herein contained or implied shall prejudice or affect the Council's rights powers duties discretions and obligations in the exercise of their functions as a Local Planning Highway or Byelaw Authority or in their capacity in relation to any regulatory or enforcement activities and the rights powers duties discretions and obligations of the Council under all public and private statutes byelaws orders and regulations may be as fully and effectively exercised in relation to the Site as if this Agreement had not been effected

28.2 No consent issued pursuant to the provisions of this Agreement shall constitute a consent for the purposes of any statutory powers vested in the Council other than those expressly referred to herein and no consent shall be valid or deemed to be given pursuant to this Agreement unless it is given in writing in accordance with the requirements of this Agreement.

29. **SEVERANCE**

If any term provision clause or sub-clause of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Agreement and the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which such term or provision is held invalid or unenforceable shall not be affected thereby, and each term and

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **REPRESENTATIONS**

Each party to this Agreement acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the other party except any such statement or representation that is expressly set out in this Agreement.

31. **MODIFICATION OF AGREEMENT**

No modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided shall be effective unless the same is in accordance with section 106A or section 106B of the Town and Country Planning Act 1990 or any statutory re-enactment thereof or is in writing under seal and signed by the party against which the enforcement of such modification alteration or waiver is sought.

32. **NON-WAIVER**

The failure of any party at any time to require performance by any other party of any provisions of this Agreement shall in no way affect the right of such party to require performance of that provision.

33. **SERVICE OF NOTICES**

- 33.1 The provisions of Section 196 of the Law and Property Act 1925 (as amended) shall be deemed to be incorporated herein and save as otherwise specifically provided any notice to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if delivered personally or sent by first class post or sent by facsimile confirmed in either case by post to the party to be served at the address specified herein or at such other address as such party may from time to time notify to the other and any such notice shall be deemed to have been given:-

- (a) if delivered personally or sent by facsimile as aforesaid on the date of delivery or transmission unless such date is not a working day or is after 5pm on a working day in which event on the next working day or
- (b) if sent by first class post on the second working day after the date of posting.

33.2 A working day shall be any day from Monday to Friday inclusive other than Christmas Day Good Friday or a public holiday in England.

33.3 The address of each of the parties is as follows:-

THE BEXLEY LONDON BOROUGH COUNCIL
The London Borough of Bexley
Wyncham House
207 Longlands Road
Sidcup
Kent DA15 7JH

TILFEN LAND LIMITED
133 Nathan Way
West Thamesmead Business Park
London
SE28 0AB

GALLIONS HOUSING ASSOCIATION
Harrow Manor Way
Thamesmead
London
SE2 9XH

34. **LOCAL LAND CHARGES/LAND REGISTRY**

34.1 The Council will register this Agreement in its register of Local Land Charges and with HM Land Registry.

34.2 The Developer hereby agrees to the Council applying to the Chief Land Registrar to enter a notice of this Agreement as a land charge pursuant to the Land Charges Act 1972 and the Developer hereby undertakes at its own expense to produce any documents and take all such reasonable steps as are necessary to enable such application(s) to proceed.

34.3 Where in the opinion of the Developer the covenants and obligations of this Agreement have been satisfied and/or completed the Developer shall be entitled to make application to the Council for a certificate to the effect that the covenants

and obligations of this Agreement have been satisfied and/or completed, and upon being so satisfied the Council shall issue a certificate to such effect and forthwith remove the relevant entry from the Register of Local Land Charges

35. **VALUE ADDED TAX**

35.1 Any sum stated to be payable under or by virtue of the provisions of this Agreement shall be deemed to have been stated exclusive of any VAT which may be or become payable in respect thereof and the Developer shall pay and keep the Council indemnified from and against all value added tax including any interest and penalty thereon which may from time to time be charged on any monies payable by the Developer under this Agreement provided the Council complies with its obligations under **Clauses 35.2 and 35.3.**

35.2 The Council shall on request by the Developer submit a valid Value Added Tax invoice to the Developer and the Developer shall not be liable to pay VAT until it has received a valid and lawful VAT Invoice for the sum claimed.

35.3 The Council shall act promptly at all times so as to notify the Developer should the appropriate Government department make any enquiry or raise any demand as to payment of VAT including any interest and penalty thereon as to any sums payable by the Developer under this Agreement.

36. **APPROVALS**

Where under the terms and provisions of this Agreement the Developer is required to obtain any approval consent or agreement from the Council the Council hereby agree and undertake not to unreasonably withhold or delay such approval consent or agreement.

37. **LEGAL FEES**

The Developer agrees to pay upon demand the reasonable legal fees of the Council in negotiating preparing and completing this Agreement whether or not this Agreement is completed.

IN WITNESS WHEREOF the parties have executed this Agreement as a Deed the day and
year first above written

Schedule 1

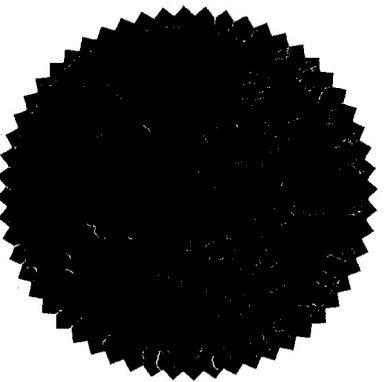
Highway Works

Undertake surveys of the existing carriageway, drainage and street lighting of Waldrist Way
and the bridge structure carrying Waldrist Way across the drainage dyke, to determine works
to be carried out to enable the Council to enter into a legal agreement with the Developer,
under Sections 38 and 278 of the Highways Act 1980.

The Section 38/278 agreement mentioned above shall also include a scheme of traffic
islands, including a width restrictor, at the junction of Yarrnton Way, the provision of a toucan
crossing on Yarrnton Way in accordance with clause 8.4 of this Agreement, the provision of a
roundabout in Waldrist Way at its junction with the main access road to the development and
the provision of a pedestrian/cycle route linking Yarrnton Way (via Waldrist Way) and the
pedestrian/cycle route in Southmere Park to include a pedestrian/cycle bridge in accordance
with clause 16 of this Agreement.

THE COMMON SEAL of the MAYOR AND)
BURGESSES OF THE LONDON)
BOROUGH OF BEXLEY was hereunto)
affixed in the presence of:-)
)

29708

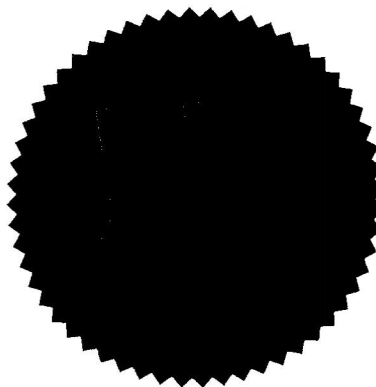


D [Redacted]

[Redacted]

EXECUTED as a Deed by TILFEN LAND
LIMITED acting by its director and
director/secretary:

)
)
)
)



Director/Authorised Signatory

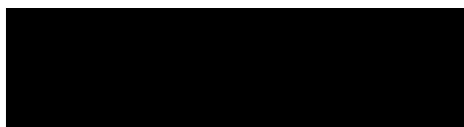
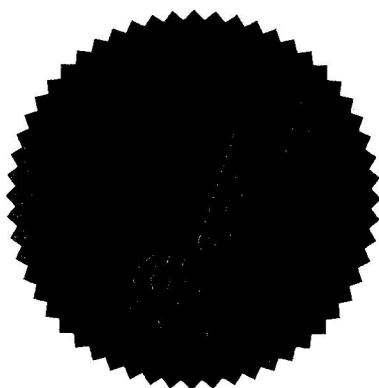
Director/Authorised Signatory

THE COMMON SEAL OF GALLIONS
HOUSING ASSOCIATION LIMITED
was hereunto affixed in the presence of:

)
)
)
)



Director/Authorised Signatory



Director/Authorised Signatory

ANNEX 1

Draft Planning Permission



DRAFT

Development and Public Protection
Wyncham House
207 Longlands Road
Sidcup Kent DA15 7JH
Telephone 020 8303 7777

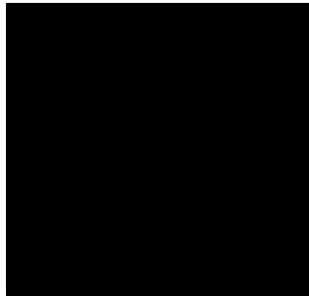
Head of Development Control:
Mrs S M Clark

**GRANT OF OUTLINE PLANNING PERMISSION
TO DEVELOP LAND SUBJECT TO CONDITIONS**

Reference Code :
02/03373/OUTEA

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER
1995**

TO :



TAKE NOTICE that Bexley Council, the Local Planning Authority under the Town and Country Planning Acts, **HAS GRANTED OUTLINE PLANNING PERMISSION** for the development of land situated at :

Land At The Eastern Thamesmead Industrial Estate Extension
Waldrist Way
Erith
Kent

For Outline application for the construction of a B1 / B8 business park in 3 phases including landscape and ecological works and details of reserved matters of design, external appearance and siting for Phase 1.

Referred to in the application for Outline Planning Permission for development received on 24th September 2002,(As amended on 9th September 2004)

SUBJECT TO THE CONDITIONS as attached

Date of Decision :

DRAFT

Head of Development Control

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED



Reference Code
02/03373/OUTEA

DRAFT

CONDITIONS AND REASONS

- 1 Approval of the details of the landscaping of the site, or alternative details of the siting, design, external appearance of the buildings, (hereinafter called the reserved matter) of phase 1 shall be obtained from the Local Planning Authority before any development on that phase is commenced.

Reason: To comply with the requirements of Section 91 of the Town & Country Planning Act 1990.

- 2 Approval of the details of the siting, design, external appearance of the building(s), and the landscaping of the site (hereinafter called the reserved matters) of Phases 2 and 3 shall be obtained from the Local Planning Authority before any development on those phases is commenced.

Reason: To comply with the requirements of Section 91 of the Town & Country Planning Act 1990.

- 3 Application for approval of the details referred to in conditions 1 and 2 must be made not later than the expiration of five years beginning with the date of the grant of this outline planning permission.

Reason: To comply with the requirements of Section 91 of the Town & Country Planning Act 1990.

- 4 The development to which this permission relates must be begun not later than whichever is the later of the following dates:-

- (a) The expiration of five years from the date of the grant of this outline planning permission, or
- (b) The expiration of three years from the final approval of the details referred to in Conditions 1 and 2 above, or in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To comply with the requirements of Section 91 of the Town & Country Planning Act 1990.

- 5 The proposed development shall be carried out sequentially in accordance with the phasing plan A4572/105D. The proposed ecological mitigation proposals in respect of each phase shall be carried out at the start of each phase as part of an overall phasing strategy for the site which shall be supplemented by a phasing method statement, to include details of the timing of ground clearance work, to be submitted to, and agreed in writing by, the Local Planning Authority, before the commencement of development.

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Reference Code
02/03373/OUTEA

DRAFT

Reason: To ensure the development proceeds in an appropriate sequence and the appropriate mitigation and compensation measures identified in the Environmental Statement are provided at the appropriate time, and to ensure the development is undertaken with due regard to sensitive breeding times.

- 6 The total gross floorspace of the development hereby approved shall not exceed 63200m². This shall be divided across the phases with a maximum floorspace in (i) phase 1 of 10718m²; (ii) phase 2 of 21,892m²; and (iii) phase 3, 30590m².

Reason: To ensure the development accords with the application assessed under the Environmental information submitted in support of the application.

- 7 The proposed use of the development hereby approved shall be restricted as follows:
- (i) Phase 1: buildings 1100 and 1200 shall be used for uses only within Class B1 (a), (b) or (c) of the Town and Country Planning Use Classes Order 1987 as amended. Building 1000 shall only be used as an Innovation Centre;
 - (ii) Phase 2: the buildings shall only be used for Class B1(a), (b) or (c), or Class B8. No more than 50 per cent of the floorspace in either Phase 2A or 2B shall be occupied for uses within Class B8 of the Town and Country Planning Use Classes Order 1987 as amended.
 - (iii) Phase 3: the buildings shall only be used for Class B1(a), (b) or (c), or Class B8 of the Town and Country Planning Use Classes Order 1987 as amended. No more than 50 per cent of the floorspace in either Phase 3a or 3b shall be occupied for uses within Class B8 of the Town and Country Planning Use Classes Order 1987 as amended.

Reason: To ensure the development accords with the application assessed under the Environmental information submitted in support of the application.

- 8 The layout of Phases 2a, 2b, 3a and 3b shall include a range of building footprints the largest single footprint in any one of these phases shall not exceed 4600m².

Reason: To ensure the development has an adequate variety of form and scale of building in the interests of the visual amenities of the area.

- 9 Any building located within 30m of the north-eastern boundary, that with Erith Marshes on land owned by Thames Water, shall be restricted to a maximum height of 10m.

Reason: To ensure the development pays appropriate regard to the open character of the Erith Marshes in the interests of the character and appearance of the locality.

- 10 All buildings shall be contained within the "phase building windows" identified on plan A4572/103G - Development parameters plan.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED



Reference Code
02/03373/OUTEA

DRAFT

Reason: To ensure the development accords with the application assessed under the environmental information submitted in support of the application.

- 11 No part of the development will be used for or converted into residential accommodation.

Reason: To minimise flood risk to occupants.

- 12 The finished floor level of the top floor of all buildings will be set at 300mm above the modelled flood level as approved by the Local Authority in conjunction within the Environment Agency.

Reason: To minimise flood risk to occupants.

- 13 Prior to the commencement of the development hereby, approved details of the internal arrangements of each building along with evacuation routes to upper floors and an evacuation plan covering all other measures associated with flood evacuation including escape routes and signage within and outside the buildings, shall be submitted to and approved in writing by the Local Planning Authority. The approved works and the evacuation plan will then be implemented in full prior to occupancy.

Reason: To minimise flood risk to occupants.

- 14 Surface water source control measures shall be carried out in accordance with details which shall have been submitted to, and approved in writing by, the Local Planning Authority before development commences. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To prevent the increased risk of flooding and to improve water quality.

- 15 Prior to the commencement of development a strategy for enhancement of the ditch network including its phased implementation shall be submitted to, and approved in writing by, the Local Planning Authority. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To conserve and enhance the ecological value and wetland character of the site.

- 16 No unit in any phase shall be occupied until the detailed scheme for the enhancement of the existing ditch network within that phase as required by condition 15 has been approved and implemented to the satisfaction of the Local Planning Authority. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological



Reference Code
02/03373/OUTEA

DRAFT

Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To conserve and enhance the ecological value and wetland character of the site.

- 17 The new ditches, wetland and ponds shall be constructed in accordance with details which shall be submitted to, and approved in writing by, the Local Planning Authority before the development on any phase commences. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To ensure that the habitat creation enhances the conservation value of the site and provides undisturbed refuges for wildlife using this important wildlife site.

- 18 No development approved by this permission shall be commenced until a detailed scheme, incorporating the recommendations included in the Ecological Master Plan, to protect and enhance the ecological value of the site has been approved by and implemented to the satisfaction of the Local Planning Authority. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To protect and conserve the watercourses and the associated habitats.

- 19 No development approved by this permission shall be commenced until a detailed scheme for the eradication of Japanese knotweed has been approved by and implemented to the satisfaction of the Local Planning Authority. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To control the spread of an invasive plant.

- 20 No property on phases 2 and 3 shall be occupied until a detailed scheme for mitigation of the loss of the ruderal vegetation, the London-scarce round-leaved crane's bill and associated invertebrate assemblages is implemented to the satisfaction of the Local Planning Authority. This habitat should be replaced by the use of green/brown roofs on the top of the development. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To conserve and enhance the ecological value of the site.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED



Reference Code
02/03373/OUTEA

DRAFT

- 21 Buffer zones 35 metres alongside Cross Dyke 2 and 30 metres wide alongside the Allders Dyke and all other ditches shall be established in accordance with details which shall be submitted to, and approved in writing by, the Local Planning Authority before the development commences. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To maintain the character of the watercourse and provide undisturbed refuges for wildlife using the river corridor.

- 22 There shall be no storage of materials within the buffer zone of any watercourse, Woodland Way or Area 5. These areas must be suitably marked and protected during development and there shall be no access during development within this area. There shall be no fires, dumping or tracking of machinery within this area.

Reason: To reduce the impact of the proposed development on wildlife habitats upstream and downstream, including bankside habitats.

- 23 No development approved by this permission shall be commenced in any part of phases 2 or 3 until a scheme for 'brown roofs' for the buildings in that phase, has been approved in writing by the Local Planning Authority. The approved scheme shall be carried out in accordance with a programme for planting and maintenance related to stages of completion of the development. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To conserve and enhance the ecological value of the site.

- 24 No development approved by this permission shall be commenced prior to a contaminated land assessment and associated remedial strategy, together with a timetable of works, being submitted to the Local Planning Authority for approval.
- (a) The contaminated land assessment shall include a desk study to be submitted to the Local Planning Authority for approval. The desk study shall detail the history of the sites uses and propose a site investigation strategy based on the relevant information discovered by the desk study. The strategy shall be approved by the Local Planning Authority prior to investigations commencing on site.
- (b) The site investigation, including relevant soil, soil gas and groundwater sampling, shall be carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology.



Reference Code
02/03373/OUTEA

DRAFT

- (c) A site investigation report detailing all investigative works and sampling on site, together with the results of analysis, risk assessment to any receptors and a proposed remediation strategy shall be submitted to the Local Planning Authority. The Local Planning Authority shall approve such remedial works as required prior to any remediation commencing on site. The works shall be of such a nature so as to render harmless the identified contamination given the proposed end use of the site and surrounding environment including any controlled waters.
- (d) Approved remediation works shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology and best practice guidance. If during any works contamination is encountered which has not previously been identified then the additional contamination should be fully assessed and an appropriate remediation scheme submitted to the Local Planning Authority for approval.
- (e) Upon completion of the works, this condition shall not be discharged until a closure report has been submitted to and approved by the Local Planning Authority. The closure report shall include details of the proposed remediation works and the quality assurance certificates to show that the works have been carried out in full in accordance with the approved methodology. Details of any post remediation sampling and analysis to show the site has reached the required clean up criteria shall be included in the closure report together with the necessary documentation detailing what materials have been removed from the site.

Reason: To prevent harm to human health and pollution of the environment.

- 25 Soakaways shall only be used in areas on site where they would not present a risk to groundwater. If permitted, their location must be approved in writing by the Local Planning Authority.

Reason: To prevent pollution of controlled waters.

- 26 No soakaways shall be constructed such that they penetrate the water table, and they shall not in any event exceed two metres in depth below existing ground level.

Reason: To prevent pollution of groundwater.

- 27 No soakaways shall be constructed in contaminated ground.

Reason: To prevent pollution of groundwater.

- 28 Clean, uncontaminated rock, subsoil, brick rubble, crushed concrete and ceramiconly shall be permitted as infill material.

Reason: To prevent pollution of controlled waters.

- 29 The construction of the surface water drainage system or any phase thereof shall be carried out in accordance with details submitted to, and approved in writing by, the

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Reference Code
02/03373/OUTEA

DRAFT

Local Planning Authority before the development phase with which it is associated commences. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To prevent pollution of the water environment.

- 30 The development hereby permitted shall provide car parking on the site and within any phase of the development at a standard of 1 space per 100m² of gross floor area and 1 lorry space for every 250m² gross floor area, excluding the first 250m², of each unit. No unit shall be occupied until such time as the car parking and lorry parking associated with the unit is available.

Reason: In the interests of highway safety and the free-flow of traffic.

- 31 Prior to the commencement of development details of traffic calming measures to be provided along the main access road for the development shall be submitted to, and approved in writing by, the Local Planning Authority. The agreed measures will be implemented for each phase prior to the first occupation of any unit in that phase.

Reason: In the interests of highway safety.

- 32 Prior to the commencement of development details of the junction improvements at Yarnon Way/Waldris Way to preclude right turn out HGV movements, shall be submitted to, and approved in writing by the Local Planning Authority. The agreed junction improvements shall be completed prior to the first occupation of any unit.

Reason: In the interests of highway safety.

- 33 Prior to the commencement of development in any phase details of the sightlines and pedestrian visibility splays associated with any road junctions, parking spaces, etc, shall be submitted to, and approved in writing by, the Local Planning Authority. The agreed sightlines and visibility splays shall be provided prior to the occupation of any unit with which they are associated and the defined clear areas maintained at all times thereafter.

Reason: In the interests of highway safety.

- 34 Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 1995 as amended, the space shown reserved on Phase 1 for the parking of cars shall be used for or available for such use at all times.

Reason: Development without provision of adequate facilities for the parking of motor vehicles is likely to inconvenience other road users and be detrimental to amenity.



Reference Code
02/03373/OUTEA

DRAFT

- 35 Detailed plans and drawings with respect to the matters reserved for subsequent approval for Phases 2 and 3 shall show adequate space to the satisfaction of the Local Planning Authority reserved for the parking of cars and this space shall be used for or available for such use at all times.

Reason: Development without provision of adequate facilities for the parking of motor vehicles is likely to inconvenience other road users and be detrimental to amenity.

- 36 The use of the land for car parking shall not be commenced until the site has been laid out, surfaced and drained to the satisfaction of the Local Planning Authority.

Reason: To secure satisfactory standards of access for the proposed development.

- 37 Detailed plans and drawings with respect to the matters reserved for subsequent approval shall show adequate space to the satisfaction of the Local Planning Authority reserved for the parking, loading and unloading of commercial vehicles and this space shall be used or available for such use at all times.

Reason: To ensure that parking, loading and unloading takes place on the site and off the highway.

- 38 Prior to the commencement of development details of the proposed cycle and pedestrian facilities, including the cycleway/footway through the site, shall be provided and agreed in writing by the Local Planning Authority. No unit shall be occupied until the identified facilities associated with that phase have been provided in accordance with the agreed details.

Reason: To ensure there is adequate and satisfactory access to the site by means other than the private car.

- 39 Prior to the commencement of development details of the improvements to Waldrist Way shall be submitted to, and approved in writing by, the Local Planning Authority. No unit in the development shall be occupied until the agreed works have been completed.

Reason: To ensure Waldrist Way is constructed to an adoptable standard.

- 40 Prior to the first occupation of any part of the development Waldrist Way shall be provided with a width of carriageway that satisfactorily accommodates all types of heavy goods vehicle traffic travelling in both directions simultaneously and a minimum 3 metre wide footway/footpath/cycle facilities in accordance with details submitted to, and approved in writing by, the Local Planning Authority before the commencement of development.

Reason: In the interests of highway safety.

- 41 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, shall be submitted



Reference Code
02/03373/OUTEA

DRAFT

to, and approved in writing by, the Local Planning Authority before the development commences. The landscape management plan shall be carried out as approved. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To protect/conservate the natural features and character of the area.

- 42 No development approved by this permission shall be commenced until a planting scheme has been approved in writing by the Local Planning Authority. The approved scheme shall be carried out in accordance with a programme for planting and maintenance related to stages of completion of the development. Any scheme or details prepared and submitted pursuant to this condition shall be consistent with the mitigation measures described in the Environmental Statement and Ecological Master plan and will not be approved if it may have effects significantly different to those considered in the Environmental Statement.

Reason: To protect, restore or replace the natural features of importance within or adjoining the watercourse.

- 43 A strategy for servicing the whole of the site and of individual phases and/or buildings within the site shall be submitted to, and agreed in writing by, the Local Planning Authority prior to the commencement of development. Such details shall be submitted and approved in writing by the Local Planning Authority before they are erected and the agreed details shall be implemented prior to the first occupation of the unit or phase as appropriate with which they are associated.

Reason: In the interests of the character, appearance, accessibility, ecology and security of the site.

- 44 Audible reversing alarms shall not be operated on vehicles manoeuvring outside of any of the building envelopes between the hours of 23.00 hours and 06.00 hours the following morning.

Reason: In the interests of the amenities of occupiers of nearby properties.

- 45 The rating level of the noise emitted from the site shall not exceed the existing background noise level by more than 5dB at any time at nearby residential premises. The measurement and assessment shall be made according to BS4142:1997. The measurement and assessment periods used shall be in accordance with the periods adopted in that standard.

Reason: In the interests of the amenities of occupiers of nearby properties.

- 46 The level of noise emitted from the site shall not exceed 52dB LAeq (1 hour) when measured 1 metre from the boundary of the Bexley Business Academy.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED



Reference Code
02/03373/OUTEA

DRAFT

Reason: In the interests of the amenity of the occupants of the Academy.

- 47 External loudspeakers shall not be used on any part of the site without the prior written approval of the Local Planning Authority. This condition shall not apply to the use of any alarm serving the premises either for cases of emergency or for the purposes of routine testing of such alarms.

Reason: In the interests of the occupiers of nearby properties.

- 48 Before development of any phase is commenced a schedule of materials and finishes and, where so required by the Local Planning Authority, samples of such materials and finishes to be used for the external walls and roofs of the proposed building(s) shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity.

- 49 Details of any external lighting (including design, appearance, lighting contour plan, etc) shall be submitted to, and approved in writing by, the Local Planning Authority before it is installed. Any approved scheme(s) shall be implemented prior to the first use or occupation of that part of the development with which they are associated.

Reason: In the interests of the character, appearance, amenity, ecology of the area.

- 50 Development approved by this permission shall not be commenced unless the method of piling foundations has been submitted to, and approved in writing by, the Local Planning Authority. The piling shall thereafter be undertaken only in accordance with the approved details.

Reason: The site is contaminated/potentially contaminated and piling could lead to the contamination of groundwater in the underlying aquifer.

- 51 No development shall take place within the site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority.

Reason: To ensure that adequate archaeological records can be made in respect of the site and in the interest of the heritage of the area.

- 52 Development should not be commenced until:

- a) full details of the water supply infrastructure requirements, including anticipated flow rates, and detailed site plans have been submitted to, and approved in writing by, the Local planning authority (in consultation with Thames Water).
- b) where this development forms part of a larger development, arrangements have been made to the satisfaction of the local planning authority (in consultation with Thames Water) for the provision of adequate water supplies for the whole of the development.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED



Reference Code
02/03373/OUTEA

DRAFT

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

53 Notwithstanding the information previously submitted prior to the commencement of development a construction methodology to cover the following points shall be submitted to and agreed in writing by the Local Planning Authority:

- Proposed demolition and construction methods and techniques (including vehicle movements to and from the site)
- Proposed days/hours of work
- Proposed means of minimising noise and vibration (including any piling), and compliance with BS 5228
- Proposed means of minimising dust emissions etc.
- Proposed construction site lighting; and
- Operatives' parking area(s), site storage and any site building(s)

The agreed construction methodology shall be implemented during the implementation of the development works hereby approved.

Reason: To protect residential amenity, highway safety and nature conservation during the demolition and construction stages of the development.

INFORMATIVES :-

- 1 The decision to grant planning permission has been taken having regard to the policies and proposals in the London Plan and the Bexley Unitary Development Plan (2004) set out below, and to all relevant material considerations, including Supplementary Planning Guidance, where appropriate:

London Plan:-

Policy 2A.2 - Opportunity Areas
Policy 2A.7 - Strategic Employment Locations
Policy 3B.1 - Developing London's economy
Policy 3B.5 - Strategic Employment Locations
Policy 3B.6 - Supporting innovation
Policy 3B.12 - Improving the skills and employment opportunities for Londoners
Policy 3C.2 - Matching development to transport capacity
Policy 3C.22 - Parking strategy
Policy 3D.7 - Realising the value of open space
Policy 3D.12 - Biodiversity and nature conservation
Policy 4B.1 - Design principles for a compact city
Policy 4B.3 - Maximising the potential of sites
Policy 4B.6 - Sustainable design and construction
Policy 4B.14 - Archaeology
Policy 4C.6 - Flood plains
Policy 4C.8 - Sustainable drainage

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED



Reference Code
02/03373/OUTEA

DRAFT

Policy 5C.1 - The strategic priorities for East London
Policy 5C.2 - Opportunity Areas in East London

Unitary Development Plan (2004):-

Policy G1 - Quality of environment and economy
Policy G3 - Planning gain
Policy G6 - Housing land supply
Policy G7 - Development Standards
Policy G8 - Flood risks
Policy G10 - Thames Gateway
Policy G13 - Metropolitan Open Land
Policy G14 - Industry and Commerce
Policy G16 (previously G15B) - Transport and accessibility
Policy G17 (previously G15A) - Sustainable transport choices
Policy G23 (previously G21) - Provision of on and off-street parking in the borough
Policy G24 (previously G22) - Industrial and business growth
Policy G26 (previously G24) - Protect and seek to conserve and enhance those features of the built and natural environment
Policy G34 (previously G31) - Matters of pollution and energy efficiency
Policy G36 (previously G33) - Applications in conflict with the Plan
Policy ENV14 - Metropolitan Open Land
Policy ENV15 - Metropolitan Open Land - acceptable uses
Policy ENV17 - Green Chain
Policy ENV18 - Green Chain - conservation and landscaping
Policy ENV23 - Areas of metropolitan importance for nature conservation
Policy ENV24 - Sites of borough importance for nature conservation
Policy ENV26 - Linear routes including footpaths
Policy ENV31 - Landscaping and wildlife protection
Policy ENV39 - Built Environment
Policy ENV40 (previously ENV39A) - Contaminated land
Policy ENV41 (previously ENV39B) - Air Quality Assessment
Policy ENV59 (previously ENV57) - Energy efficiency
Policy ENV60 (previously ENV58) - Crime prevention
Policy E1 - Criteria for industrial and commercial development
Policy E3 - Primary employment areas
Policy T1 (previously T1A) - Travel plans for major developments
Policy T6 (previously T3) - Traffic generation in residential areas
Policy T16 (previously T13) - Pedestrians
Policy T17 (previously T14) - Off-street car parking spaces in their developments
Policy TAL10 - Public rights of way - diversions
Policy TS1 - Business development areas (Sites A on the Proposals Map)

and Design and Development Control Guidelines

This informative is only intended as a summary of the reasons for granting planning permission. For further detail on the decision please see the application report by contacting the Development Control Division on 020 8303 7777 extension 4912.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES ATTACHED

ANNEX 2

Innovation Centre Specification

INNOVATION CENTRE SPECIFICATION

A Business Innovation Centre (BIC) is a local or regional partnership structure which provides SMEs with a full range of services focusing on innovation for industry or services to industry. It identifies, selects and supports budding entrepreneurs and their project, or existing SMEs. The BIC reflects a broad-ranging consensus and mobilises local potential within the framework of a global approach. It allocates public and private resources to initiatives that contribute, through their innovative nature and economic relevance, to wealth and job creation and to activity diversification. It also promotes SME access to the international market and to co-operation. The form of the building may be described in more detail as follows:

Physical Attributes: A landmark building with appropriate parking and landscaping shall be provided. The building's design shall be modern and representative of innovation and shall draw on principles of sustainable architecture.

Internally, the Innovation Centre shall be sub-divided to meet the needs of modern start-ups and SME's. Meeting venues shall also be provided and shared facilities will be available to tenants shall also include break-out areas, first-aid room, kitchenettes and ablution facilities. An appropriate amount of floor space shall also be provided to accommodate the Centre's management and service functions.

Management and Services: The Innovation Centre shall be appropriately staffed with qualified persons able to deliver Business, Innovation, Networking and Incubation Services. In particular these services may include:

- Business planning and marketing advice
- Strategic management advice
- Intellectual property rights and patenting advice
- Facilities management
- Reception service
- Secretarial service
- Bookkeeping service and day-to-day business organisation
- Courier service
- Total on-site financial and business planning and marketing advice services to include:
 - strategic counselling
 - mentoring
 - reviewing financial options
 - guidance on business plans
 - guidance on marketing strategies and plans
 - basic tax and business establishment advice
 - employment law
- Entrepreneur/innovator development programme, and its services may include:
 - Assisting with technology audits of companies in the area;
 - arranging seminars, workshops and field trips
 - hosting missions
 - hosting B2B networking events
 - student placement
 - research networks
 - commercialisation of ideas
 - providing access to manufacturing advice and training programmes.

- Assisting entrepreneurs with:
 - access to finance - loans, equity, business angels
 - access to grant intermediaries
 - grant funding
- 24/7 security access shall be provided.

Infrastructure Requirements: In addition to the provision of modern utility services (water, electricity and sewage) a telephony and communication system with broadband shall be provided.

ANNEX 3

Resources Scheme

RESOURCES

Service for employers

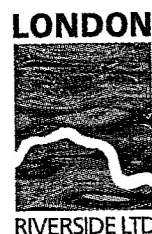
For all your
recruitment needs

- reducing your costs,
- providing recruitment solutions
- identifying training and funding initiatives

Telephone: 020 8310 2149

Fax: 020 8310 0029

Website: www.bexley.gov.uk



B R I G H T E R P L A C E F O R B U S I N E S S

RECRUITMENT!

It's expensive and time consuming when you get it right, it's a potential disaster and financial loss when it goes wrong!

WE CAN HELP

We bring together employers and job seekers and provide access to available funding and training initiatives to help during the first stages of employment or pre-employment.

The service is called **RESOURCES** - it's free and it really works!

HOW?

By matching your recruitment needs with the skills and experience of job seekers

We offer an impartial service – matching your person specification with the skills and experience of job seekers who are looking for work, alternative employment or returning to the labour market

Our experienced interviewers do the initial matching for you

We will interview all applicants before they are entered onto the skills database. You can be sure candidates are motivated and trained to the degree they claim

Reducing your recruitment costs and time spent filling vacancies
We undertake the initial marketing and short-listing. Final selection is then carried out by your own company staff using your selection material

Identifying funding initiatives and training packages

Customised recruitment support
We can do as much or as little as you require to ensure your vacancy is filled by the right candidate

Incentives could include

- Accessing individuals via work experience (trainees remain on benefits whilst training)
- Pre-arranged work trials
- New Deal 25yr+ (provides £75 per week for up to 26 weeks towards training a new recruit or can be split into half for that person and half for an existing employee to up skill.
- Funds for specific one off courses to address skills shortages
- Links to any government programme designed to help you recruit the right person

The list is endless and it can be time consuming for employers to find the right source of help

WE DO ALL THIS FOR YOU, SAVING YOU TIME AND MONEY

WHAT'S IN IT FOR YOU?

Benefits to local employers

- **Fast track recruitment process** – we understand your recruitment needs and match them with suitably trained, qualified and motivated applicants
 - **Reduction in your recruitment costs** – we do the initial marketing and short-listing for you and there are no agency fees to pay
 - **Identification of funding support available from the Council and other agencies** – we identify funding packages to help you during the first stages of employment or prior to employment
 - **Tailored training solutions** - we advise on available training initiatives and find realistic solutions
- We work with you to meet your recruitment and training needs leaving you time to develop your business!

HOW DO YOU GET INVOLVED?

**It couldn't be simpler –
just contact us for any of the following:**

telephone 020 8310 2149

- Register your company
- Register your current vacancies
- Request a visit or phone call
- Would like access to a trainee
- Would like to provide work experience
- Considering implementing in-house training
 - Expanding your company
- Consider options to redundancies

Or you can contact us by fax on 020 8310 0029 or visit our
Website www.bexley.gov.uk

RESOURCES

**Working together to meet your recruitment
and training needs**

**Leaving you time to do what you do best –
developing your business!**

LONDON



RIVERSIDE LTD

jobcentreplus



**Resources is also linked to similar schemes in
Lewisham, Greenwich, Newham and Tower Hamlets.
If a local match via Resources cannot be made we will be
able to advertise in the above areas through our
extensive partnership links**

**Remember 020 8310 2149 is THE recruitment hot line!
We do not charge agency or advertising fees**

**We customise to suit your needs
We keep paperwork to a minimum**

B R I G H T E R P L A C E F O R B U S I N E S S

A NEW APPROACH TO YOUR RECRUITMENT NEEDS

WORKING WITH YOU...

- Providing recruitment solutions
- Identifying training and funding initiatives
- Reducing your costs

Resources brings together employers and job seekers and provides access to available funding and training initiatives to help during the first stages of employment or pre-employment. It's **FREE** and it really works!

HOW ?

BY MATCHING YOUR RECRUITMENT NEEDS WITH THE SKILLS AND EXPERIENCE OF JOB SEEKERS

We offer an impartial service – matching your person specification with the skills and experience of job seekers who are looking for work, alternative employment or returning to the labour market

OUR EXPERIENCED INTERVIEWERS DO THE INITIAL MATCHING FOR YOU

We will carry out a thorough interview with all applicants and verify applicants' qualifications before they are entered onto the skills database. You can be sure candidates are motivated and trained to the degree they claim

REDUCING YOUR RECRUITMENT COSTS AND TIME SPENT FILLING VACANCIES

We undertake the initial marketing and short-listing. Final selection is then carried out by your own company staff using your selection material

IDENTIFYING FUNDING INITIATIVES AND TRAINING PACKAGES

Each short-listed candidate will have a pre identified funding package attached to their application form before it is sent to you. This will include any funding that is available to you to help with training the individual during the first stages of employment or prior to employment. All Bexley Council, Employment Service, Solotec programmes and selected college schemes will be identified.

INCENTIVES COULD INCLUDE

- Accessing individuals via work experience (trainees remain on benefits whilst training)
- Pre-arranged work trials
- New Deal 25yr+ (provides £75 per week for up to 26 weeks towards training a new recruit or can be split into half for that person and half for an existing employee to up skill.
- Single Regeneration funds for specific one off courses or £300 TEC funds for extended induction training

The list is endless and it can be time consuming for employers to find the right source of help.

WE DO ALL THIS FOR YOU, SAVING YOU TIME AND MONEY



WHAT'S IN IT FOR YOU?

BENEFITS TO LOCAL EMPLOYERS

- **Fast track recruitment process** –
we understand your recruitment needs and match them with suitably trained, qualified and motivated applicants
- **Reduction in your recruitment costs** –
we do the initial marketing and short-listing for you and there are no agency fees to pay
- **Identification of funding support available from the Council and other agencies** –
we identify funding packages to help you during the first stages of employment or prior to employment
- **Tailored training solutions** –
we advise on available training initiatives and provide access to the NVQ database and the suitability of each course to your needs

WE WORK WITH YOU TO MEET YOUR RECRUITMENT AND TRAINING NEEDS

LEAVING YOU TIME TO DEVELOP YOUR BUSINESS!

HOW DO YOU GET

IT COULDN'T BE SIMPLER - JUST CONTACT US FOR ANY OF THE FOLLOWING:

telephone 020 8310 2149

- Register your company
- Register you current vacancies
- Request a visit or phone call
- Would like access to a trainee
- Would like to provide work experience
- Considering implementing in-house training
- Expanding your company
- Consider options to redundancies

Or you can contact us by fax on
020 8310 0029 or
visit our Web Site

WWW.Bexley.Gov.Uk

Resources will also be linked to similar schemes in Lewisham, Greenwich, Newham and Tower Hamlets. If a local match via Resources cannot be made we will be able to advertise in the above areas through the Jobnet partnership

REMEMBER 020 8310 2149
IS THE RECRUITMENT HOT LINE!

WE DO NOT CHARGE AGENCY OR
ADVERTISING FEES



**Employment
Service**



ANNEX 4

Footpath Plan

