

Dated 21st October **2022**

CHARNWOOD BOROUGH COUNCIL

and

JAYNE COMMERCIAL LIMITED

and

SSL CO 1 LTD

Agreement

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to 16 Cradock Street Loughborough LE11 1AJ

Planning Ref: P/21/2627/2

THIS DEED is made on 21st day of October 2022

BETWEEN: -

- (1) **CHARNWOOD BOROUGH COUNCIL** of Council Offices, Southfield Road Loughborough LE11 2TX ("**the Council**"); and
- (2) **JAYNE COMMERCIAL LIMITED** (company registration number 07060992) whose registered office is at 11 Highdown Road Leamington Spa Warwickshire CV31 1XT ("**the Owner**"); and
- (3) **SSL CO 1 LTD** (company registration number 12003666) whose registered office is at C/O Harrison, Beale & Owen Highdown House, 11 Highdown Road, Leamington Spa, CV31 1XT ("**the Developer**")

Whereas

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
2. The Owner is the freehold owner of and has sole legal interest in the Site registered under Title Number LT295503 which is free from encumbrances that would otherwise prevent or limit the Owner's ability to enter into the Covenants contained in this Deed
3. The Developer has entered into a conditional contract to acquire the Site from the Owner and in entering into this Deed acknowledges that its future interest in the Site shall be bound by it too.
4. The Council is minded to grant the Planning Permission, subject to conditions and the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. Interpretation

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

"Act"	the Town and Country Planning Act 1990 (as amended);
"Application"	the application with reference number P/21/2627/2 for the demolition of existing offices and erection of three storey building to provide 16no. Specialist Supported Living Units (use class C3b) with associated works (part retrospective);
"Allotments Contribution"	the sum of Seven Hundred and Fifty Three Pounds (£753.00) (adjusted in accordance with the provisions of Schedule 2 hereof) to be paid by the Owner to the Council to



	create additional capacity at one of the existing allotment sites in Loughborough or for the creation of new allotment provision in the vicinity of the Development;
"Council Monitoring Fee"	the sum of Six hundred and thirty one pounds (£631.00) (adjusted in accordance with the provisions of Schedule 2 hereof) payable by the Owner to the Council towards the Council's costs of monitoring compliance with this Deed and the Development;
"Commencement of Development"	the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act save for: any site preparation works, any site investigation works, trial holes or other operations to establish the ground conditions of the Site, any works of demolition, any site offices, temporary security fencing and compounds, any works carried out in connection with any archaeological or ecological investigations, and the terms "Commence", "Commence the Development" "Commenced" and "Commencement of the Development" shall be construed accordingly;
"Contributions"	a collective reference to the Allotments Contribution and the Natural & Semi Natural Open Space Contribution and the Outdoor Sports Facilities Contribution and the Parks and Amenity Open Space Contribution
"Default Interest Rate"	a rate 4% above the base lending rate from time to time of HSBC Bank PLC or if that base rate ceases to be used or published a comparable commercial lending rate reasonably determined by the parties hereto;
"Development"	the development of the Site in accordance with the Planning Permission;
"Implementation of the Development"	the date upon which the Development is commenced by the carrying out on the Site pursuant to the Planning Permission of a



	material operation as specified in Section 56(4) of the Act and the terms "Implement", "Implement the Development" "Implemented" shall be construed accordingly;
"Natural & Semi Natural Open Space Contribution"	a contribution of One Thousand Five Hundred and Sixteen Pounds (£1,516.00) (adjusted in accordance with the provisions of Schedule 2 hereof) to be paid by the Owner to the Council to be used towards provision, enhancement or improvement of habitats and biodiversity at Charnwood Water and/or at other natural & semi natural open space within the locality of the Development ;
"Outdoor Sports Facilities Contribution"	a contribution of Two Thousand One Hundred and Ninety Six Pounds (£2,196.00) (adjusted in accordance with the provisions of Schedule 2 hereof) to be paid by the Owner to the Council to be used towards provision, enhancement or improvement of the Carillion Cricket Club and/or at other existing outdoor sports facilities within the locality of the Development ;
"Parks and Amenity Open Space Contribution"	a contribution of Three Thousand Nine Hundred and Nineteen Pounds (£3,919.00) (adjusted in accordance with the provisions of Schedule 2 hereof) to be paid by the Owner to the Council towards provision, enhancement or improvement of the Rectory Wildlife Garden and/or at other existing parks and amenity open space within the locality of the Development ;
"Party"	The Council or the Owner or the Developer and together referred to as the "Parties";
"Planning Permission"	the planning permission to be issued by the Council pursuant to the Application generally in the form of the draft annexed hereto at Schedule 5;
"Site"	the site which is more particularly delineated and edged red on the plan annexed hereto at Schedule 4;

Use Classes Order	The Town and Country Planning (Use Classes) Order 1987 as amended and in force at the date of this Deed
"Working Day"	any day (apart from Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday) on which clearing banks in the City of London are open for the transaction of ordinary business and "Working Days" shall be construed accordingly.

2. Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner or the Council as relevant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

3. Legal Basis

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 (as amended) and section 1 of the Localism Act 2011 (as amended) and all powers so enabling.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

3.3 This Deed shall come into effect on the date hereof.

4. Conditionality

The planning obligations in Schedule 1 are conditional upon the grant of the Planning Permission.

5. The Owner's Covenants

5.1 The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations in this Deed including those obligations set out in Schedule 1 and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of section 106 of the Act as set out in Schedule 1.

5.2 The Owner covenants to serve written notice upon the Council at least seven (7) days in advance of Commencement of Development.

6. The Council's Covenants

6.1 The Council covenants with the Owner to observe and perform the obligations on its part in this Deed including those obligations set out in Schedule 3.

7. The Developer's Covenants

7.1 The Developer shall pay to the Council on completion of this Deed the sum of £750.00 (including any VAT) incurred in the negotiation, preparation and execution of this Deed.

8. Local Land Charge

8.1 This Deed shall be registerable as a local land charge by the Council.

8.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request by the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

9. Termination of this Deed



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

10. The Contracts Act

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

11. Liabilities

- 11.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with all or part of its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 11.2 No statutory undertaker after the transfer of statutory apparatus by the Owner to the statutory undertaker shall be liable for any of the covenants contained in this Deed.

12. Waiver

- 12.1 No waiver (whether expressed or implied) by the Council as relevant of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council as relevant from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

13. Change in Ownership

- 13.1 The Owner agrees with the Council to give to the Council written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

14. Dispute Provisions

- 14.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (save as to matters of law which shall remain the jurisdiction of the Courts) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.



- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by any party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.
- 14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.
- 14.5 Provided that nothing in this Clause 14 shall restrict or limit the Council enforcing the obligations given by the Owner in this Deed by means of its other statutory remedies or powers.
15. VAT
- 15.1 All consideration given in accordance with the terms of this Deed shall be inclusive of any value added tax properly payable.
16. Future Permission
- 16.1 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 16.2 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission and Development in this Deed shall include the Planning Permission and the new planning permission granted pursuant to Section 73 of the Act and the Development and the new development permitted pursuant to Section 73 of the Act if confirmed in writing by the Council and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council.

PROVIDED THAT:

nothing in this clause 16.2 shall fetter the discretion of the Council in determining any application(s) under Section 73 or 96A of the Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 or 96A of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act;



16.3 to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission pursuant to an application under Section 73 of the Act.

17. No Compensation Payable

17.1 No compensation shall be payable by the Council as a result of the obligations contained in this Deed.

18. Interest on Late Payment

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

19. Jurisdiction

19.1 This Deed is governed by and interpreted in accordance with the laws of England.

20. Notices

20.1 The service of notices and communications pursuant to this Deed shall be sent to the addressee at the address stated in this Deed or at such other address as the addressee shall have notified to the other Parties in writing beforehand and in the case of the Council shall be marked for the attention of the Head of Planning and Growth.

20.2 Notices and communications under this Deed may be sent by personal delivery or by first class post (recorded delivery) and any notice or communication sent by first class post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second Working Day following the date of posting".

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



Schedule 1

Covenants to the Council

The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act as follows:

- 1.1. The Owner covenants to pay the Contributions to the Council prior to Commencement of the Development and not to Commence the Development pursuant to the Planning Permission until it has paid the Contributions in full to the Council.
- 1.2. The Owner covenants to pay the Council Monitoring Fee to the Council prior to Implementation of the Development not to Implement the Development pursuant to the Planning Permission until it has paid the Council Monitoring Fee in full to the Council.
- 1.3. The Owner covenants to use the Development only as Specialist Supported Living Units in accordance with the terms of the Planning Permission and not to change the use of the Development to a use falling outside of Use Class C3b as defined in the Use Classes Order, without the prior written approval of the Council.



Schedule 2

Indexation provisions

1.1 In this Schedule:-

"Index" means the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") in respect of the Contributions and the Consumer Prices Index ("CPI") in respect of the Council Monitoring Fee or in the event that the basis of compilation of the Index changes or ceases to be published such other Index as the parties hereto shall agree to ensure as nearly as possible that the sums of money involved shall fluctuate most closely with the Index specified herein

"Base Index Date" means the date of the grant of the Planning Permission

"Base Index Figure" means the figure published in respect of the appropriate Index immediately prior to the Base Index Date

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the appropriate Index immediately prior to the date upon which the Contributions are paid

1.2 The Council Monitoring Fee and the Contributions shall all be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Varied Sum} = \frac{A \times C}{B}$$

B

Where:

"A" equals the sum of the Contributions or the Council Monitoring Fee

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any increase in the Base Index Figure by reference to which changes in the appropriate Index are calculated, the figure taken to be shown in the appropriate Index after such change shall be the figure which would have been shown in the appropriate Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made.



Schedule 3

The Council's covenants

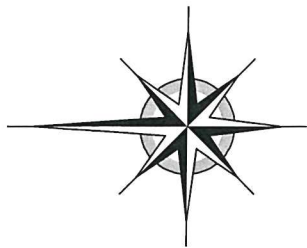
The Council covenants with the Owner as follows:-

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed and for no other purposes whatsoever.
3. That if the sums received from the Owner or part of such sums have not been used or committed (by way of committee resolution or officer delegated decision) for the purposes specified in this Deed within 7 years of the date of receipt of payment then such sums (or balance thereof) shall be returned to the Owner together with any interest accrued from the date of receipt by the Council to the date of repayment by the Council to the Owner.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line and a small flourish.

Schedule 4

Plan



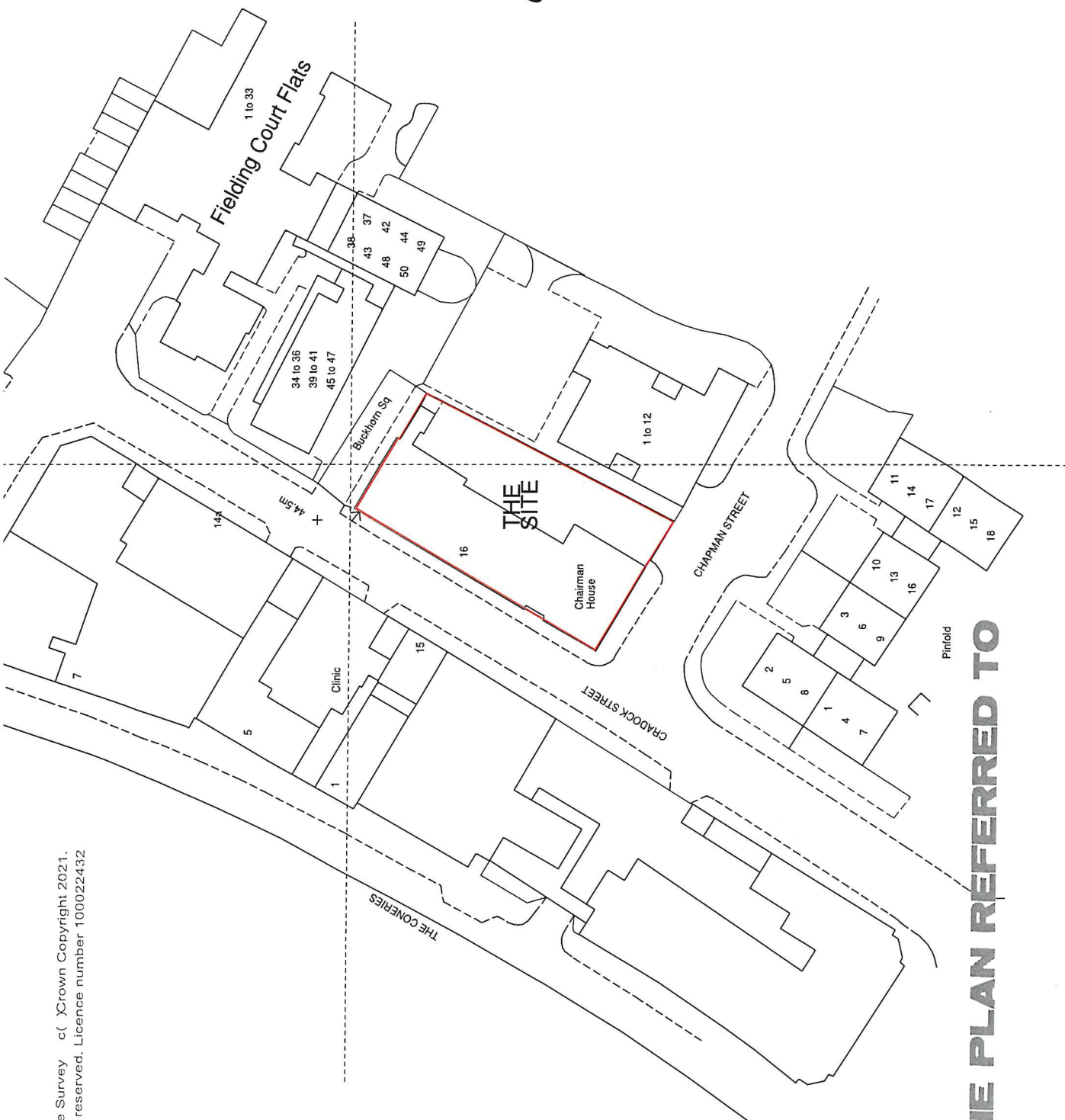
De Unice
2022

2022-23-79



A

SCALE 1:500



THE PLAN REFERRED TO

Schedule 5
Draft Planning Permission

DELEGATED ITEM Full Application Grant Conditionally

From	To	Date	Comments
MA	HK	13 October 2022	Earliest Dec Date 07 March 2022 Statutory Expiry Date 18 March 2022 Extension of time date 21 October 2022
HK	SP	14/10/22	Do not issue until S106 is completed and sealed

	Initials	
	Case officer	S/Support officer
PD rights removed? NO	MA	
Ongoing conditions*? NO	MA	
File to be kept? NO	MA	
File papers and draft decision notice match? YES	MA	
Application subject to a call in? NO	MA	
Reason if out of time:	MA	
Decision issue date:	Issued by:	

*Undischageable/in perpetuity, e.g. parking spaces, hours of operation, etc.

GB a&e Ltd
The Shambles
27 Brookside
Stretton on Dunsmore
Rugby
CV23 9NH
United Kingdom
Email: admin@gbae.co.uk

Details of Application

APPLICATION NO: P/21/2627/2
Demolition of existing offices and erection of three storey building to provide 16 no. Specialist Supported Living Units (use class C3b) with associated works (Part retrospective)
PROPOSAL:
Chairman House, 16 Cradock Street, Loughborough, Leicestershire
LOCATION:
SSL Co 1 Ltd
APPLICANT

Details of Decision Please Read All the Information in this Decision Notice.

Charnwood Borough Council has considered this application under the Town and Country Planning Act, 1990, and grants permission for the development described in the submitted documents and on any accompanying plans and drawings.

This permission is granted subject to the following Conditions and Reasons:-

- The development hereby permitted shall be carried out in accordance with the following approved plans and strategies:
4744/02 Rev. J (Proposed Elevations)
4744/01 Rev. G (Proposed General Plans)

REASON: To provide certainty and define the terms of the permission in accordance with Development Plan policy CS2 and NPPF.

2. The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

REASON: In order to comply with Section 91 of the Town and Country Planning Act 1990 (as amended) and the National Planning Policy Framework.

3. No development approved by this planning permission shall take place until such time as a surface water drainage scheme has been submitted to and approved in writing by the Local Planning Authority. The development must be carried out in accordance with these approved details and completed prior to first occupation.

REASON: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site in accordance with policy CS16 of Charnwood Core Strategy (2011-2028) and NPPF.

4. No development approved by this planning permission shall take place until such time as details in relation to the management of surface water on site during construction of the development has been submitted to, and approved in writing by the Local Planning Authority. The construction of the development must be carried out in accordance with these approved details.

REASON: To prevent an increase in flood risk, maintain the existing surface water runoff quality, and to prevent damage to the final surface water management systems through the entire development construction phase in accordance with policy CS16 of Charnwood Core Strategy (2011-2028) and NPPF.

5. No occupation of the development approved by this planning permission shall take place until such time as details in relation to the long-term maintenance of the surface water drainage system within the development have been submitted to and approved in writing by the Local Planning Authority. The surface water drainage system shall then be maintained in accordance with these approved details in perpetuity.

REASON: To establish a suitable maintenance regime that may be monitored over time; that will ensure the long-term performance, both in terms of flood risk and water quality, of the surface water drainage system (including sustainable drainage systems) within the proposed development in accordance with policy CS16 of Charnwood Core Strategy (2011-2028) and NPPF.

6. No part of the development hereby permitted shall be occupied until such time as the access arrangements shown on Site Layout & Block Plan drawing no. 4744/01 Rev. G have been implemented in full.

REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with policy CS2 of Charnwood Core Strategy (2011-2028), Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004), Design SPG and the National Planning Policy Framework (2021).

7. The development hereby permitted shall not be occupied until such time as secure



cycle parking shall be provided in accordance with details first submitted to and agreed in writing by the Local Planning Authority. Thereafter the cycle parking shall be maintained and kept available for use.

REASON: To promote travel by sustainable modes in accordance with policy CS2 and CS17 of Charnwood Core Strategy (2011-2028), Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004), Design SPG and the NPPF.

8. No development shall commence on the site until such time as a construction traffic management plan, including as a minimum details of wheel cleansing facilities, vehicle parking facilities, and a timetable for their provision, has been submitted to and approved in writing by the Local Planning Authority. The construction of the development shall thereafter be carried out in accordance with the approved details and timetable.

REASON: This is required as a pre-commencement condition in accordance with the SI 2018 566 The Town and Country Planning (Pre-Commencement Conditions) Regulations 2018 as the information is required prior to development commencing in order to reduce the possibility of deleterious material (mud, stones etc.) being deposited in the highway and becoming a hazard for road users, to ensure that construction traffic does not use unsatisfactory roads and lead to on-street parking problems in the area and in order to safeguard the amenities of occupiers of premises/dwellings in the vicinity in accordance with policies CS2 & CS17 of Charnwood Core Strategy (2011-2028), Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004) the NPPF.

9. Notwithstanding the details shown on the plans hereby approved, no development above slab level shall take place until samples of the materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority prior to their use. The development shall be implemented in accordance with the approved details.

REASON: In order to secure the satisfactory development of the application site in accordance with Policy CS2 of the Charnwood Local Plan (2011-2028), Saved policies EV/1 of Charnwood Local Plan (2004) and the National Planning Policy Framework.

10. The development hereby permitted shall not be occupied until a detailed acoustic assessment has been submitted to and approved in writing by the local planning authority. The assessment shall examine noise levels on the proposed residential aspect of the development, and where appropriate specify a scheme of sound insulation, glazing and ventilation measures to ensure appropriate internal noise levels (such as BS8233:2014) can be achieved. The approved details shall be incorporated within the development as constructed and maintained thereafter.

REASON: In order to secure the satisfactory development of the application site and to safeguard the amenities of occupiers of premises/ dwellings in the vicinity in accordance with Policy CS2 of the Charnwood Local Plan (2011-2028), Saved policies EV/1 of Charnwood Local Plan (2004) and the NPPF.

11. No development shall take place until an assessment of the nature and extent of contamination has been submitted to and approved in writing by the Local Planning

Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site.

A) Moreover, it must include:

- (i) details of previous land uses;
- (ii) a site investigation survey of the extent, scale and nature of contamination;
- (iii) an assessment of the potential risks to:
 - human health,
 - property,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems and archaeological sites and ancient monuments.

B) Submission of Remediation Scheme where contaminated is found which poses unacceptable risks, as determined by the local planning authority in its response to A), no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- (i) an options appraisal and remediation strategy;
- (ii) remediation objectives and remediation criteria;
- (iii) remediation works to be undertaken;
- (iv) a verification scheme providing details of the data that will be collected in order to demonstrate that the works set out in (iii) have been completed and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The scheme should be designed to ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use.

C) Implementation of Approved Remediation Scheme Where a detailed remediation scheme has been required and approved under B), no occupation of any part of the permitted development which has been identified in the scheme as being subject to contamination shall take place until the approved scheme has been implemented and the verification report, including the results of sampling and monitoring carried out in accordance with the approved verification scheme to demonstrate that the site remediation criteria have been met, has been submitted to and approved in writing by the local planning authority. The report shall, if required by the local planning authority, also include a reassessment of the long-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The long-term monitoring and maintenance proposals shall be implemented as finally approved.

D) Reporting of Unexpected Contamination If, during development, contamination not previously identified is found to be present at the site:

- (i) it shall be reported to the local planning authority within 1 working day;
- (ii) no further development (unless otherwise agreed in writing by the local planning authority) shall be carried out until site investigations have been carried out and a remediation strategy has been submitted to and approved in writing by the local planning authority detailing how this unsuspected contamination will be dealt with;
- (iii) the remediation strategy shall be implemented as approved
- (iv) no occupation of any part of the permitted development identified in the remediation strategy as being affected by the previously unidentified

contamination shall take place until: a. the approved scheme has been implemented in full and any verification report required by the scheme has been submitted to and approved in writing by the local planning authority; b. if required by the local planning authority, any proposals for long-term monitoring of pollutant linkages, maintenance and arrangements for contingency action have been submitted to and approved in writing by the local planning authority.

- (v) the long-term monitoring and maintenance plan shall be implemented as approved.

REASON: This is required as a pre-commencement condition in accordance with the SI 2018 566 The Town and Country Planning (Pre-Commencement Conditions) Regulations 2018 as the information is required prior to development commencing in order to secure the satisfactory development of the application site in accordance with policy CS2 of the Charnwood Local Plan (2011-2028), Saved policies EV/1 of Charnwood Local Plan (2004) and the NPPF.

- 12. Details of the proposed boundary treatment of the site shall be submitted to and approved in writing by the Local Planning Authority prior to its installation. These details shall include plans showing the locations of existing, retained and proposed new boundary treatments and scaled drawings indicating the positions, height, design, materials, type and colour of proposed new boundary treatments. The approved scheme shall be implemented before occupation of the building(s)/use/dwelling (s) hereby permitted and shall be retained thereafter.

REASON: In order to secure the satisfactory development of the application site in accordance with policy CS2 of the Charnwood Local Plan (2011-2028), Saved policies EV/1 of Charnwood Local Plan (2004) and the NPPF.

- 13. Details of hard and/or soft landscape works shall be submitted to and approved in writing by the Local Planning Authority prior to occupation and these works shall be carried out as approved. These details shall include proposed finished levels or contours, means of enclosure, hard surfacing materials, minor artefacts and structures, proposed and existing functional services above and below ground, fully annotated planting plans showing, where used, locations of individually planted trees, areas of woodland, shrubs, hedges, bulbs, and areas of grass. Within ornamental planting areas, plans should be sufficiently detailed to show the locations of different single species groups in relation to one another, and the locations of any individual specimen shrubs. Other information shall include planting schedules, noting species, plant sizes and proposed numbers / densities and details of the proposed planting implementation programme. All hard and/or soft landscape works shall be implemented in accordance with the approved details. The works shall be implemented prior to the occupation of any part of the development or in accordance with a programme agreed with the Local Planning Authority and thereafter maintained. Any trees or shrubs which, within a period of two years from the completion of the development, die, are removed or become seriously diseased or damaged, shall be replaced in the next planting season with others of similar size and species.

REASON: In order to secure the satisfactory development of the application site, ensure a high quality of external environment and reinforce local landscape character in accordance with policies CS2 and CS13 of the Core Strategy (2011-2028), EV/1 of Local Plan (2004) and NPPF.



14. Prior to the commencement of development (excluding demolition), full details of existing and proposed ground levels and finished floor levels of all buildings relative to the proposed ground levels shall be submitted and approved by the local planning authority. The development shall thereafter be carried out in strict accordance with the approved details.

REASON: To make sure that the development is carried out in a way which is in character with its surroundings and ensure compliance with policies CS2 of the Charnwood Core Strategy (2011-2028), Saved policies EV/1 of Charnwood Local Plan (2004) and the National Planning Policy Framework.

15. The windows to bedroom to Unit 11, stair core/ landing and secondary windows to Units 5, 9, 10, 15 & 16 as shown on Drawing No. 4774/01 rev. G shall be installed with obscure glazing and thereafter retained as such. Details of such windows shall be submitted to and approved in writing by the Local Planning Authority prior to the installation of the window.

REASON: In order to safeguard the amenities of occupiers of premises/dwellings in the vicinity in accordance with Policy CS2 of Charnwood Core Strategy (2011-2028), Saved policies EV/1 of Local Plan (2004), Design SPD and the National Planning Policy Framework.

The requirements of these conditions must be complied with.

Note:-

A fee is payable where a written request is made for written confirmation that one or more conditions imposed on the same planning permission have been complied with. Please visit our website for more information.
<http://www.charnwood.gov.uk/pages/planapps>

The following notes should be taken into account when carrying out the development

1. Planning Permission has been granted for this development because the Council has determined that it is generally in accordance with the terms of Development Plan policies CS1, CS2, CS3, CS7, CS9, CS13, CS14, CS17, CS24, CS25, EV/1 and TR/18 and, therefore, no harm would arise such as to warrant refusal of planning permission.
2. The Local Planning Authority acted pro-actively through positive engagement with the applicant during the determination process. This led to improvements to the scheme to secure a sustainable form of development in line with the requirements of the National Planning Policy Framework (paragraph 38) and in accordance with The Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended).
3. Condition 3 - The scheme shall include the utilisation of holding sustainable drainage techniques with the incorporation of sufficient treatment trains to maintain or improve the existing water quality; the limitation of surface water run-off to equivalent greenfield rates; the ability to accommodate surface water run-off on-site up to the critical 1 in 100 year return period event plus an appropriate allowance for climate change, based upon the submission of drainage calculations.

Full details for the drainage proposal should be supplied including, but not limited to; construction details, cross sections, long sections, headwall details, pipe protection details (e.g. trash screens), and full modelled scenarios for the 1 in 1



- year, 1 in 30 year and 1 in 100 year plus climate change storm events.
4. Condition 4 - Details should demonstrate how surface water will be managed on site to prevent an increase in flood risk during the various construction stages of development from initial site works through to completion. This shall include temporary attenuation, additional treatment, controls, maintenance and protection. Details regarding the protection of any proposed infiltration areas should also be provided.
 5. Condition 5 - Details of the surface water Maintenance Plan should include for routine maintenance, remedial actions and monitoring of the separate elements of the surface water drainage system that will not be adopted by a third party and will remain outside of individual property ownership. For commercial properties (where relevant), this should also include procedures that must be implemented in the event of pollution incidents.

13 October 2022

Handwritten signature

IN WITNESS of which the parties have executed this planning obligation by agreement as a Deed and have delivered it upon dating the day and year first before written.

The **COMMON SEAL** of
CHARNWOOD BOROUGH
COUNCIL

was hereto affixed

in the presence of:

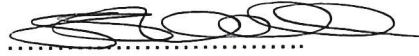
A handwritten signature in black ink, consisting of a stylized 'M' followed by a large loop and a trailing flourish.

Authorised Signatory



2022-23-19

Executed as a deed on behalf of
JAYNE COMMERCIAL LIMITED,
Acting by a director..



In the presence of

Laurence Thomson

Signature of witness



Name (in BLOCK CAPITALS)

LAURENCE THOMSON

Address

6 PRITCHARD CLOSE
WEST HADDON NN6 7BN.

EXECUTED as a **DEED** by

SSL CO 1 LTD acting by a director

in the presence of:



Director

Signature of witness



Name (in BLOCK CAPITALS)

T. SNOOK.

Address

Unit 10
Mere Farm Business Complex
Red House Lane
Hannington
NN6 9FP