

DATED

26th FEBRUARY

2016

(1) COPLAN PROPERTIES LIMITED

and

(2) COPLAN ESTATES (BARKING) LIMITED

and

(3) LONDON BOROUGH OF BARKING AND DAGENHAM

and

(4) THE GREATER LONDON AUTHORITY

and

(5) THE ROYAL BANK OF SCOTLAND PLC

and

(6) MORGAN LLOYD TRUSTEES LIMITED, NICHOLAS SEAN DOYLE,
NICHOLAS PETER MELLOR AND COLIN ANDREW RICHARD
MCQUESTON

DEED

MADE PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990 (AS AMENDED) RELATING TO LAND
AT AND ADJACENT TO TROCOLL HOUSE WAKERING ROAD BARKING
ESSEX

THIS DEED is made on the 26th day of FEBRUARY 2016

BETWEEN

- (1) **COPLAN PROPERTIES LIMITED** (Co. Reg. No. 06223237) of 5 Conduit Street, London W1S 2XD (the **First Developer**);
- (2) **COPLAN ESTATES (BARKING) LIMITED** (Co. Reg. No. 07031593) of 5 Conduit Street, London W1S 2XD (the **Second Developer**);
- (3) **THE LONDON BOROUGH OF BARKING AND DAGENHAM** of Town Hall, 1 Town Square, Barking, Essex IG11 7LU (the **Council**);
- (4) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, More London, London SE1 2AA (the **GLA**);
- (5) **THE ROYAL BANK OF SCOTLAND PLC** (Co. Reg. No. SC90312) of 36 St Andrew Square, Edinburgh, EH2 2YB (the **Mortgagee**); and
- (6) **MORGAN LLOYD TRUSTEES LIMITED** (Co. Reg. No. 4867456) of The Pavilions, 69-71 Macrae Road, Pill, Bristol BS20 0DD and **NICHOLAS SEAN DOYLE** of The Pavilions, 69-71 Macrae Road, Pill, Bristol BS20 0DD and **NICHOLAS PETER MELLOR** of The Pavilions, 69-71 Macrae Road, Pill, Bristol BS20 0DD and **COLIN ANDREW RICHARD MCQUESTON** of The Pavilions, 69-71 Macrae Road, Pill, Bristol BS20 0DD (the **Trustees**)

WHEREAS

- A The First Developer is registered at the Land Registry as the freehold owner of that part of the Property registered with title absolute under Title Number TGL343096.
- B The Second Developer is registered at the Land Registry as the freehold owner of that part of the Property registered with title absolute under Title Number EGL268300 and is registered at the Land Registry as the leasehold owner of that part of the Property registered with title absolute under Title Number EGL268301.
- C The Mortgagee has a legal charge dated 2 October 2014 over the Second Developer's part of the Property.
- D The Trustees have a legal charge dated 10 August 2015 over the First Developer's part of the Property.

- E Coplan Estates Limited submitted the Application to the Council to develop the Property in the manner and for the uses set out in the Application and in the plans, specifications and particulars deposited therewith.
- F By a letter under Section 2A of the 1990 Act dated 27th October 2015 (and also pursuant to Article 7 of the Town and Country Planning (Mayor of London) Order 2008 (as amended)) the Mayor of London directed that he will act as the local planning authority for the purposes of determining the Application and by virtue of Section 35(3) of the Greater London Authority Act 1999 this Deed is being entered into by the GLA on his behalf.
- G By virtue of Section 2A of the 1990 Act, the obligations contained in this Deed are enforceable by the Mayor of London and also by the Council.
- H The GLA notes that the approval of details pursuant to the conditions imposed on the Planning Permission will be submitted to, and determined by, the Council and also agrees that the Council is responsible for the enforcement of the conditions attached to the Planning Permission.
- I The Council is a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and is further a local highway authority for the purposes of the 1980 Act.
- J Having regard to the provisions of the development plan and the planning considerations affecting the Property, the GLA considers that in the interests of the proper planning of its area the Development of the Property ought only be permitted subject to the terms hereof and for that purpose the parties are willing to enter into this Deed.

NOW THIS DEED WITNESSETH as follows:

1 Definitions

In this Deed the following expressions shall have the following meanings:

1980 Act means the Highways Act 1980 or any re-enactment or modification thereof for the time being in force;

1990 Act means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;

Application means the full planning application for the Development dated 27 May 2015 and given Council reference number 15/00651/FUL;

Affordable Housing means affordable housing as defined in the National Planning Policy Framework (NPPF), as amended from time to time;

Affordable Housing Contribution means a sum of money calculated to be 60% of the Surplus, such contribution to be no greater than the amount that would be required to be paid in accordance with the Council's policies on Affordable Housing at that time and the calculation of which is to be submitted to and agreed by the Council prior to agreement of the Affordable Housing Contribution

Argus Guidance means Argus Developer Version 6.50.000 or any subsequent update;

Benchmark Land Value means £2,300,000 index linked in accordance with the House Prices Index from May 2015 until the date of the Updated Viability Assessment;

Business Day means Monday to Friday and excludes weekends and bank holidays;

Challenge Period means seven weeks from the date on which the Planning Permission is issued by the GLA;

Challenge Proceedings means an application to the Planning Court under Part 54 of the Civil Procedure Rules 1998 for judicial review (including an application for permission to seek judicial review) in respect of the grant by the GLA of the Planning Permission including any appeals to a higher court following a judgment of a lower court;

Developer means the First Developer and the Second Developer taken together;

Development means demolition and redevelopment of car park site, erection of a part 4, 23 and 28-storey building and conversion of upper floors of Trocoll House from office use (B1), to provide 198 residential units and flexible commercial uses at ground floor level (Classes A1, A2, A3, B1 and/or D1);

Development Expenditure means the costs and expenses reasonably and properly expended and/or incurred by the Developer in acquiring and assembling and carrying out the Development to be assessed on the same basis as in the viability appraisal submitted on behalf of the Developer in May 2015 and including (but not limited to) the costs and expenses reasonably and properly expended by the Developer in providing infrastructure to support and/or service the Development prior to the grant of the Planning Permission;

Development Management Plan means a plan to show the details of how the day to day management of all the Private Rented Sector Units is to be carried out;

Development Revenue means the capital value of all income plus all disposal proceeds, capital payments and receipts to be paid to or received by the Developer or by others on its behalf after the date of this Agreement in respect of the Property or the Development or any part or parts thereof;

Dwellings means the dwellings built on the Property pursuant to the Planning Permission and reference to "Dwelling" shall mean any one of the Dwellings;

Expert means a professional expert in town planning who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience;

External Consultant means the external consultant appointed by the Council to independently assess the Updated Viability Assessment and the documents to be submitted to the Council pursuant to paragraph 4 of the First Schedule;

Force Majeure Event means:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion, riots or war;
- (d) nuclear, chemical or biological contamination;
- (e) any legal proceedings brought by any third parties other than contractors or others employed in the carrying out of the Development;
- (f) collapse of neighbouring buildings onto the Property or major fires, explosions or major health and safety accidents caused by third parties other than contractors or others employed in the carrying out of the Development which necessitates suspension of work on the Property whilst the relevant regulatory body carries out any necessary investigations and/or steps to remove debris from or clear the Property to enable construction works to resume;
- (g) the existence of any unknown archaeological artefacts, ground obstructions, contamination or unexploded ordnance; and
- (h) interruption or failure in the supply to the Property of water and/or electricity;

Force Majeure Period means such period as is required to enable the Developer acting reasonably to commence or re-commence the carrying out of the Development of any material operation within the meaning of section 56(4) of the 1990 Act following the occurrence of the Force Majeure Event

Grant Date means the date following the grant of the Planning Permission by the GLA when either:

- (a) the Challenge Period expires without Challenge Proceedings having been commenced; or
- (b) if Challenge Proceedings are commenced and not withdrawn prior to the expiry of the Challenge Period the date on which the Planning Permission is finally upheld following the Challenge Proceedings being exhausted;

House Price Index means the house price index issued by the Land Registry

Implementation means the commencement of the Development in accordance with the Planning Permission by the carrying out of any material operation within the meaning of section 56(4) of the 1990 Act provided that for the avoidance of doubt the carrying out of archaeological investigations, ground investigations, demolition, stripping out works, remediation works, the laying and diversion of services, site clearance, fencing of site boundaries, site security, site preparation and surveys shall be deemed not to constitute a material operation and the term "Implemented" and "Implement" shall be construed accordingly;

Implementation Notice means a written notice given by or on behalf of the Developer to the Council stating the intended date of Implementation of the Development and the Application reference number and a notice will be deemed to have been given if Implementation has occurred;

Occupy means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupation" and "Occupied" shall be construed accordingly;

Parties means the parties to this Deed or any one or more of them;

Plan means the plan at Appendix A to this Deed;

Planning Permission means the planning permission granted by the GLA pursuant to the Application for Development in the form of the draft as annexed at Appendix B to this Deed;

Practical Completion means the practical completion of the Private Rented Sector Units as evidenced by the issue of a certificate by an architect, surveyor or other suitably qualified professional person confirming that the construction of the Private Rented Sector Units is completed internally and externally and further evidenced by Building Regulation Approval and "Practically Completed" shall be construed accordingly;

Pre-Commencement Conditions means conditions 3, 7 and 8 attached to the Planning Permission which must be satisfied on or prior to commencement of the Development in accordance with Section 56(4) of the 1990 Act;

Private Rented Sector Management Plan means a plan covering the length of the initial lease which shall:

- (a) be a minimum of 12 (twelve) months and on renewal if the Developer agrees (at its discretion) up to 5 (five) years; and
- (b) demonstrate that a consistent and quality level of housing management will be offered that meets appropriate standards (e.g. set out in the London Mayor's Rental Standard, required by regulatory and/or voluntary bodies such as the Homes and Communities Agency); and
- (c) cover provision for rent increases (which shall reflect the market) provided always that there can be no more than one rent increase per 12 (twelve) calendar months

Private Rented Sector Marketing Strategy means a strategy covering:

- (a) prioritisation of residents who live and or work in the Borough when marketing and identifying suitable tenants for the scheme and for the avoidance of doubt, this will not require the Developer to exclusively market only to Borough residents but will require that such residents are prioritised for the Private Rented Sector Units available in circumstances where equally acceptable prospective tenants wish to rent a Private Rented Sector Unit, one prospective tenant lives or works in the Borough and others do not); and
- (b) local marketing in the Borough (including in Council publications etc);

PROVIDED THAT the Developer will be able to select the tenants on the basis that the Private Rented Sector Units will be available to working households with a good track record of managing a tenancy (with no history of anti-social behaviour or significant rent arrears);

Private Rented Sector Units means 198 (one hundred and ninety eight) new Dwellings to be provided pursuant to the Planning Permission;

Private Rented Sector Unit Mix means 102 (one hundred and two) one bed units and 96 (ninety six) two bed units;

Property means land at and adjacent to Trocoll House Barking Essex and registered at the Land Registry under Title Numbers EGL268301, EGL268300 and TGL343096 shown for the purposes of identification only edged red on the Plan;

Skills and Employment Plan means a plan detailing the number of apprentices, work placements and short courses that will be provided through the lifetime of the Development via the guidance issued by the National Skills Academy for Construction;

Submission Date means the date on which an application for discharge of a Pre-Commencement Condition is received by the Council;

Substantial Implementation means the Development has been Implemented and the following works have been undertaken at the Property:

Substructure works

Breaking through existing basement slab for new piles/caps;
Bored piles;
Cutting off tops of piles;
Reinforced concrete pile caps;
Reinforced concrete perimeter wall;
Reinforced concrete ground bearing slab including waterproofing membrane and heave protection;
Reinforced concrete frame to basement;
Lift pit construction, including excavation, concrete walls, reinforcement, formwork and connection to piles.

Frame

Commencement above ground of reinforced concrete frame and/or the commencement above ground of reinforced concrete shear wall to lift shaft and stair core

and "Substantially Implement" and all other cognate terms shall be construed accordingly;

Surplus means any positive value greater than zero calculated as follows:

$$S = (A - B) - C$$

Where:

S = the Surplus

A= the Development Revenue

B = the Development Expenditure

C = the Benchmark Land Value;

Updated Viability Assessment means an update to the viability assessment submitted as part of the Application in a format and approach which complies with the Argus Guidance and which is based on the most recent version of the Development and the most up to date construction programme, the aim of which is to assess the financial viability of the Development on an open book basis in order to ascertain whether the Development is likely to generate a Surplus and in circumstances where a Surplus is generated to ascertain whether

there will be a requirement to pay the Affordable Housing Contribution and such updated viability assessment shall be prepared on the basis that any expenditure incurred or contracted to be incurred by the Developer which relates to the carrying out of the Development is to be included as a development cost for the purpose of assessing whether or not there is a Surplus.

2 Legal Basis

- 2.1 This Deed is made pursuant to sections 2E and 106 of the 1990 Act and the powers contained in the 1990 Act, section 111 of the Local Government Act 1972, section 1. of the Localism Act 2011 and any other relevant enabling legislation.
- 2.2 To the extent the same fall within the terms of Section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of Section 106 and are enforceable by the Council and the GLA and the obligations, covenants and undertakings herein on the part of the Developer are entered into with the intent that the obligations shall bind the Property and also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 2.3 So far as the obligations, covenants and undertakings in this Deed are given by or to the Council and GLA then the same are entered into pursuant to the relevant powers in the 1990 Act and such obligations, covenants and undertakings shall also be enforceable by or against the Council accordingly.
- 2.4 The GLA, the Council and the Developer agree that the obligations, covenants, restrictions and undertakings imposed in this Deed comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

3 Conditionality

- 3.1 The planning obligations in paragraphs 2, 3, 4 and 5 of the First Schedule of this Deed are conditional upon:
 - (a) the grant of the Planning Permission; and
 - (b) Implementation.
- 3.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted

with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4 Provisions for Release

- 4.1 If the Planning Permission is (a) quashed, cancelled or revoked; or (b) expires prior to Implementation it is agreed that this Deed shall cease to have any effect.

5 Covenants by the Developer

- 5.1 The Developer covenants with the Council and GLA to carry out and comply with the obligations on its part as set out in the First Schedule to this Deed.

6 Covenants by the Council

- 6.1 The Council covenants with the Developer to carry out and comply with the obligations on its part as set out in the Second Schedule to this Deed.
- 6.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request from the Developer confirm compliance with the obligations contained in this Deed and thereafter cancel all related entries in the register of local land charges.

7 Covenants by the GLA

- 7.1 The GLA covenants with the Developer and with the Council to observe and perform or caused to be observed and performed the obligations on its part contained in this Deed (including the schedules hereto) at the times and in the manner provided therein.

8 Provisions Relating to the Council and GLA

- 8.1 Nothing in this document in any way fetters the statutory rights, power and duties of the GLA as Local Planning Authority nor of the Council as enforcing authority.

9 Successors in Title

- 9.1 With the exception of the provisions of paragraphs 2.2-2.7 (inclusive) and paragraph 5 of the First Schedule to this Deed, no tenant of any Dwelling on the Property or any mortgagee thereof shall be liable for any of the covenants contained in this Deed.

- 9.2 No statutory undertaker after the transfer of any statutory apparatus by the Developer to the statutory undertaker shall be liable for any of the covenants contained in this Deed.

10 Miscellaneous

- 10.1 The headings appearing in this Deed are for ease of reference only and will not affect the construction of this Deed.
- 10.2 For the avoidance of doubt the provisions in this Deed shall not be of any effect until this Deed has been dated.
- 10.3 Where reference is made to a clause such reference (unless the context requires otherwise) is a reference to a clause in this Deed.
- 10.4 References to the singular shall include the plural and vice versa and references to any gender shall include all other genders.
- 10.5 In this Deed the expressions 'Council', 'GLA', 'First Developer', 'Second Developer', 'Mortgagee' and 'Trustees' shall include their respective statutory successors in respect of the functions to which this Deed relates and/or successors and assigns in title to the Property as the case may be.
- 10.6 References to statutes include any such instrument, re-enacting or made pursuant to the same power.
- 10.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (whether granted at the date of this Deed).
- 10.8 This Deed will be registered as a Local Land Charge pursuant to the provisions of the Local Land Charges Act 1975 and section 106(11) of the 1990 Act.
- 10.9 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.

11 Third Party Rights

- 11.1 A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

12 Variations

- 12.1 In the event that any new planning permission(s) are granted by the Council pursuant to Sections 73 and/or 96A of the 1990 Act (as

amended) and unless otherwise agreed between the parties, with effect from the date that any new planning permission is granted pursuant to Sections 73 and/or 96A of the 1990 Act (as amended):

12.1.1 the obligations in this Deed shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Property granted pursuant to Sections 73 and/or 96A of the 1990 Act and the Property itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act;

12.1.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Sections 73 and/or 96A of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

12.1.3 this Deed shall be endorsed with the following words in respect of any future Sections 73 and/or 96A applications:

"The obligations in this Deed relate to and bind the Property in respect of which a new planning permission referenced [] has been granted pursuant to [Section 73] [Section 96A] of the Town and Country Planning Act 1990 (as amended)."

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Sections 73 and/or 96A of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations insofar as they are materially different to those contained in this Deed and required pursuant to a determination under Sections 73 and/or 96A of the Act whether by way of a new deed or supplemental deed pursuant to S106 of the 1990 Act.

13 Dispute Resolution

13.1 In the event of any dispute arising in connection with any of the terms of this Deed other than a dispute involving the construction or interpretation of the terms of this Deed or the enforcement of any decision pursuant to this clause, the same shall unless the Council and the Developer and the GLA otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Developer.

13.2 If the Council and the Developer and the GLA are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.

13.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an Expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

13.4 Any party to this Deed shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

14 Mortgagee Consent

14.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Developer with its consent and that the Property shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Property shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Developer.

15 Trustees' Liability

15.1 The Trustees enter into this Deed in their capacity as trustees of Coplan Estates Pension Scheme and as such any liability on their part pursuant to this Deed is limited to the assets held by them for the time as Trustees of Coplan Estates Pension Scheme.

16 Enforcement Costs

16.1 Without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and Surveyor's fees) reasonably and properly incurred by the Council and/or the GLA for the purpose of or incidental to the enforcement of any right or power of the Council and/or the GLA or the enforcement of any obligation of the Developer arising hereunder subject always to any decisions as to costs made pursuant to exercise of the Dispute Resolution Procedure at Clause 13 or by the Court or recovered pursuant to any statutory powers available to any of the Parties to recover costs in respect of the same.

17 VAT

17.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

18 Notices

- 18.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing, which for this purpose shall not include e-mail and should be addressed as provided in clause 18.4.
- 18.2 Where sent by post, the notice or communication shall be sent by registered post or such other form of postage which requires a signature upon delivery and any other form of postage shall not be effective for the purposes of this Deed.
- 18.3 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:
- (a) if delivered by hand, upon delivery at the relevant address except that where any such notice or other communication is delivered by hand after 5.30 p.m. such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Business Day; and
 - (b) if sent by post, at 9.00 a.m. on the second Business Day after the date of posting PROVIDED THAT if clear evidence is produced by the recipient that the notice or communication was delivered after the second Business Day following its posting, then the date of delivery shall be the actual date of delivery.
- 18.4 Subject to clause 18.5, the address, relevant addressee and reference for each party are:

For the Council: the Group Manager Development Planning at the address set out above in the case of the Council;

For the Developer: at the address set out above in the case of the Developer;

For the GLA: the Assistant Director – Planning (and also copied to the relevant case officer in the GLA's Planning section), at City Hall, The Queens Walk, London SE1 2AA.

- 18.5 A Party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:
- (a) the date specified in the notification as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than 5 (five) clear Business Days after the date on which notice is received or deemed to be received, the fifth Business Day after notice of any such change is given.

19 Approvals and Responses by the Council and the GLA

- 19.1 Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council or the GLA or any combination of them under the terms of this Deed such agreement, approval or consent or expression of satisfaction must be in writing and shall not be unreasonably withheld or delayed.
- 19.2 Where it is provided in this Deed that any document or other matter is to be agreed or approved by any of the Parties, the relevant provision shall be deemed to be subject to a proviso that the party in receipt of the submission of the matter to be approved or agreed shall proceed expeditiously to consider such submission and if agreement is not reached or the matter is not agreed or approved within any specified timescale, or if none, within a period of 40 (forty) Business Days following the date of the submission or request for the agreement or approval in question, then the matter may be referred to the Expert for determination pursuant to clause 13.
- 19.3 In order to facilitate the operation of clause 19.1 in relation to any document which requires the Council's and/or the GLA's approval, the Developer shall give to the relevant Party or Parties at least 10 (ten) Business Days' notice of the intended date of submission of such document for approval PROVIDED THAT any failure to give such advance notice shall not release the Council and/or the GLA from their obligations under this clause 19.

20 Reasonable Endeavours

- 20.1 Where in this Deed the Developer is under an obligation to use reasonable endeavours to achieve a stated outcome, then within 10 (ten) Business Days of receipt of a written request made by the Council and/or the GLA, the Developer will provide to the Council and/or the GLA (as the case may be) written evidence of all steps taken by the Developer to achieve such outcome PROVIDED THAT such requests may not be made more than once every 3 (three) months in respect of the same subject matter.

21 Duty to act reasonably and in good faith

- 21.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the obligations in this Deed.

First Schedule

The Developer's Obligations

The Developer covenants with the GLA and the Council to:

1. Notice, Financial Obligations and Commencement Restriction

- 1.1 Give to the Council not less than 10 (ten) Business Days' prior written notice of intended Implementation of the Development (the **Implementation Notice**);
- 1.2 Serve written notice on the Council within 10 (ten) Business Days of the date of Substantial Implementation of the Development; and serve a further notice on the Council within 10 (ten) Business Days of the completion of the Development or the exchange of contracts or the letting of any part the Development, whichever is soonest;
- 1.3 Pay the Council's professional fees of £1,200 (twelve hundred pounds) in two parts of £600 (six hundred pounds) each, the first part to be sent to the Development Management Team, Town Hall, 1 Town Square, Barking, Essex IG11 7LU and the second part to be sent to Legal Services, Civic Centre, Wood Lane, Dagenham, Essex RM10 7BN; both sums payable prior to completion of this Deed;
- 1.4 Pay the GLA's legal costs to a maximum of £3,000 (three thousand pounds) prior to completion of this Deed; and
- 1.5 Not to Implement the Development until the lease referred to in Land Registry Title No TGL411205 has been surrendered and evidence of such surrender has been provided to the Council.

2. Private Rented Sector Obligations

- 2.1 Construct the Private Rented Sector Units in accordance with the Private Rented Sector Unit Mix;
- 2.2 Provide the units as Private Rented Sector Units for a minimum of 15 (fifteen) years from first Occupation of the Private Rented Sector Units and the Private Rented Sector Units shall not be Occupied for any other use other than Private Rented Sector Units within that 15 (fifteen) year period unless otherwise agreed in writing with the Council;
- 2.3 Not Occupy any Private Rented Sector Unit until the Private Rented Sector Marketing Strategy has been submitted to the Council for approval and the Private Rented Sector Marketing Strategy has been approved;
- 2.4 Not Occupy any Private Rented Sector Unit until the Private Rented Sector Management Plan has been submitted to the Council for

approval and the Private Rented Sector Management Plan has been approved;

- 2.5 implement the Private Rented Sector Marketing Strategy and the Private Rented Sector Management Plan for the lifetime of the Dwellings being provided as Private Rented Sector Units;
- 2.6 Ensure that all head leases for the Private Rented Sector Units contain a provision to secure the obligation that the leaseholder shall not apply for a parking permit for any controlled parking zone controlled by the Council;
- 2.7 Ensure that in the event of any disposal of an interest in any of the Private Rented Sector Units such successor shall enter into a direct covenant with the Council that such Private Rented Sector Unit shall not be used for any purpose other than as a Private Rented Sector Unit for a period of 15 (fifteen) years from the date of first Occupation of any Private Rented Sector Unit; and
- 2.8 The Developer shall no later than 1 (one) calendar month from the date of this Deed at their own cost submit to the Land Registry an application to place a restriction on the Proprietorship Register of the above title Number on the terms detailed at paragraph 2.7 above and following the making of such an entry shall furnish the Council's solicitor with up to date office copy entries that confirm that this has been done.

3. Local Employment and Supplier Obligations

- 3.1 The Developer will use reasonable endeavours to ensure that where employment vacancies arise during the course of the construction of the Development these will be offered to the residents of the London Borough of Barking and Dagenham and will also use reasonable endeavours to ensure, wherever practicable, that vacancies arising among any sub-contractors it may use on this Development and who would be working on this Development, are offered in the first instance to residents of the London Borough of Barking and Dagenham in conjunction with the Employment and Skills Group of the Council PROVIDED ALWAYS THAT if the Developer is prevented from complying with this paragraph 3.1 by any rule of law whether domestic or international this obligation shall absolutely determine.
- 3.2 The Developer will use reasonable endeavours to work with the Council's Employment and Skills Group to ensure that at least 25% (twenty five per cent) of people working on the construction of the Development throughout the life of such construction period will be drawn from the residents of Barking and Dagenham (for the avoidance of doubt, only contracts which last for a minimum of 13 (thirteen) weeks will be included within the calculation of the 25% (twenty five per cent))

and will use reasonable endeavours to ensure that any construction contracts with contractors and sub-contractors also include such a provision PROVIDED ALWAYS THAT if the Developer is prevented from complying with this paragraph 3.2 by any rule of law whether domestic or international this obligation shall absolutely determine. This requirement applies to the Developer, his contractors and any sub-contractors on the Development (for the avoidance of doubt, jobs are normally defined as lasting at least 13 weeks).

- 3.3 The Developer will, at least one month before Implementation of the Development present the Skills and Employment Plan to the Council and the Skills and Employment Plan may be cascaded to contractors and sub-contractors but remains the obligation of the Developer.
- 3.4 The Developer will return to the Council information detailing progress on all of the issues in paragraphs 3.1 – 3.3 of this First Schedule on a monthly basis for the first three months and quarterly thereafter.
- 3.5 The Developer will use reasonable endeavours to aim to source as many goods and services required for the Development from within the London Borough of Barking and Dagenham, with an aim that this shall represent a minimum of 25% (twenty five per cent) of the total cost of goods and services required for the Development and will use reasonable endeavours to ensure that any constructions contracts with contractors and sub-contractors also include such a provision and the Developer will use reasonable endeavours to ensure that companies operating within the Borough will be given a genuine opportunity to tender for work arising from the Development PROVIDED ALWAYS THAT if the Developer is prevented from complying with this paragraph 3.5 by any rule of law whether domestic or international this obligation shall absolutely determine.
- 3.6 The Developer will use reasonable endeavours to ensure that any construction contracts with contractors and/or sub-contractors require such contractors and/or sub-contractors to supply to the Developer the names of companies within the borough that have been invited to tender together with the reasons, if unsuccessful, for non-selection and the Developer will also use reasonable endeavours to ensure that any construction contracts with contractors and/or sub-contractors require such contractors and/or sub-contractors to supply to the Developer the names of successful tenderers together with post-codes and values of contracts awarded on a monthly basis for the first three months and quarterly thereafter.
- 3.7 The Developer will provide to the Council the information received under the provisions of paragraph 3.6 as part of the normal reporting cycle for the Development PROVIDED ALWAYS that such information shall be treated confidentially, shall remain within the Council only and shall at no point become information which is publically available.

- 3.8 Nothing in these paragraphs 3.1 to 3.7 will require the Developer together with any of its contractor or its sub-contractors to select any company on anything other than that company meeting the quality and commercial viability needs of the Developer, its contractor or its sub-contractors as each of those parties may assess.

4. Viability Review

- 4.1 The Developer shall, when notifying the Council of Substantial Implementation under paragraph 1.2 of this Schedule above, provide the Council with full documentary evidence on an open book basis to enable the Council to independently assess whether, and if so when, Substantial Implementation has occurred.
- 4.2 Following notification to the Council by the Developer of Substantial Implementation pursuant to paragraph 1.2 of this Schedule the Developer shall afford the Council guided access to the Property to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation.
- 4.3 The Council shall inspect the Property within 10 (ten) Business Days of receiving notice pursuant to paragraph 1.2 of this Schedule and thereafter provide written confirmation to the Developer within 10 (ten) Business Days of the inspection of the Property whether or not the Council considers that the works undertaken amount to Substantial Implementation and should the Council fail to provide such written confirmation to the Developer within 10 (ten) Business Days of the inspection of the Property then it shall be deemed that the works undertaken amount to Substantial Implementation.
- 4.4 If the Council either fails to undertake the inspection of the Property within the prescribed period or concludes that it is not satisfied that Substantial Implementation has occurred the Developer may submit additional information to the Council to seek to demonstrate to the Council that Substantial Implementation has occurred within 20 (twenty) Business Days from the date of any referral to carry out any necessary inspections and seek to conclude whether or not Substantial Implementation has occurred.
- 4.5 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to the Expert for determination under Clause 13.
- 4.6 If it is concluded pursuant to paragraphs 4.1 to 4.5 that Substantial Implementation has not occurred within 2 (two) years of the Grant Date the Developer shall at its own cost prepare an Updated Viability Assessment and submit the same to the Council with the documents

referred to in paragraph 4.8 below SAVE THAT if the Developer demonstrates (with supporting evidence) to the reasonable satisfaction of the Council that Substantial Implementation has not occurred as a result of:

- (a) unreasonable delay on the part of the Council in determining an application for the discharge of any Pre-Commencement Condition within the prescribed statutory period of 8 (eight) weeks in respect of any Pre-Commencement Condition (on the basis that the Developer shall have first submitted any relevant details to the Council in draft form at least 4 (four) weeks prior to formal submission and the Developer shall have had regard to any comments made by the Council on the draft submissions); and/or
- (b) unreasonable delay on the part of statutory consultees (including, for the avoidance of doubt, Network Rail); and/or
- (c) a Force Majeure Event; and/or
- (d) the commencement of Challenge Proceedings in respect of the grant of Planning Permission;

then the period of 2 (two) years shall be extended to include the time which has elapsed as a direct and consequential result of such delay by the Council or a statutory consultee or in the case of a Force Majeure Event by the Force Majeure Period or in the case of such Challenge Proceedings, until such time as the Challenge Proceedings have been finally disposed of leaving the Planning Permission intact.

- 4.7 In the event that there is a dispute between the Developer and the Council concerning whether any of the events referred to in paragraphs 4.6 (a) to (d) have occurred and that the period of 2 (two) years should be extended then either the Developer or the Council may refer the matter to the Expert for determination and when determining matters the Expert shall have regard to:

- (a) the relevant Submission Date;
- (b) the adequacy of the information submitted by the Developer;
- (c) the timing and nature of any responses from the Council;
- (d) the steps taken by the Developer to respond to any queries raised by the Council or requests for further information; and
- (e) the conduct of the Council and the Developer within the context of the objectives of this Deed;

and taking all such matters into account the Expert shall determine whether the 2 (two) year period shall be extended and if so the extent of any such extension of time.

- 4.8 Subject to the outcome of any request for an extension of time pursuant to paragraph 4.5 or 4.6 the Developer shall submit the

Updated Viability Assessment to the Council no earlier than 10 (ten) Business Days and not later than 30 (thirty) Business Days of any determination by the Council or the Expert (as appropriate) that Substantial Implementation has not occurred and it shall also submit and/or make available to the Council the following documents and data (which shall inform the Updated Viability Assessment):

- (a) a printout of the full Updated Viability Assessment;
- (b) a report section that shows how the adopted methodology of the Updated Viability Assessment is consistent with Argus Guidance;
- (c) an up to date rental value analysis (with supporting evidence) of relevant comparable properties marketed within the last six months;
- (d) a detailed elemental cost plan and specification of finishes to be accompanied by relevant plans; and
- (e) an up to date construction plan and programme

4.9 The Council will be entitled to appoint an External Consultant to review and advise on the Updated Viability Assessment and the Developer will pay the reasonable and proper costs incurred by the External Consultant up to a cap of £25,000 (twenty five thousand pounds) within 20 (twenty) Business Days of receiving a written invoice setting out the full details of the work undertaken and the costs incurred.

4.10 The Council shall within 20 (twenty) Business Days of receipt of information referred to in paragraph 4.8 review and inform the Developer whether the Developer has submitted sufficient information to comply with the requirements of paragraph 4.8 and if the Council either, following receipt of written notice from the Developer to elicit a response, fails to confirm that sufficient information has been submitted or fails to request any additional information it shall be deemed that the information submitted by the Developer is sufficient to enable the Council to review the Updated Viability Assessment

4.11 If the Council appoints an External Consultant under paragraph 4.9 the Council shall as soon as reasonably practicable taking into account the Council's procurement procedures appoint the External Consultant and within 15 (fifteen) Business Days of the date of appointment of the External Consultant the Developer shall attend a preliminary meeting with the External Consultant and the Council to discuss data gathering/provision, the appraisal model to be deployed, the use of prior appraisal inputs, information/communication flows between the Parties, the process upon which the assumptions in the Updated Viability Assessment are to be established, and any other matters deemed to be relevant and proper to the assessment of the Updated Viability Assessment.

- 4.12 If the External Consultant concludes that further information is required from the Developer the External Consultant will within 5 (five) Business Days of the date of the preliminary meeting referred to in paragraph 4.11 provide the Developer with a list of any additional information reasonably required and the Developer shall prepare and submit such information within 10 (ten) Business Days and the External Consultant will within 10 (ten) Business Days of the same confirm whether or not it has sufficient information to review the Updated Viability Assessment.
- 4.13 Within 20 (twenty) Business Days of receiving any additional information requested the External Consultant shall complete its review of the Updated Viability Assessment and shall inform the Parties as to whether or not there is a Surplus
- 4.14 Any dispute between the Council or its External Consultant and the Developer concerning whether or not there is a Surplus may be referred by any Party to an Expert for determination under Clause 13 of this Deed.
- 4.15 If the outcome of the Updated Viability Assessment is that there is a Surplus then the Developer will be required to pay the Affordable Housing Contribution to the Council upon Practical Completion of the Private Rented Sector Units to be used by the Council towards the provision of Affordable Housing within the London Borough of Barking and Dagenham.
- 4.16 If Substantial Implementation has not occurred 3 (three) years after the Grant Date (notwithstanding any viability review process undertaken 2 (two) years after the Grant Date (pursuant to this paragraph 4) then this paragraph 4 shall apply mutatis mutandis and the same shall apply every 2 (two) years on the anniversary of the Grant Date until Substantial Implementation has occurred.
- 4.17 Within 20 (twenty) Business Days of the Council and the Developer agreeing the conclusions contained in the Updated Viability Assessment and the further documents submitted in connection therewith (or failing agreement, within 15 (fifteen) Business days of the Expert's determination following dispute resolution) the Council and the Developer shall use reasonable endeavours to record such agreement (or Expert's determination) by completing a deed to that effect which is supplemental to this Deed and the Council's reasonable and proper legal costs which relate solely and directly to entering into any such Deed shall be met by the Developer.

5. Management of the Private Rented Sector Units

- 5.1 The overall day to day management of the Private Rented Sector Units shall be carried out by one single provider unless otherwise agreed in writing with the Council.

- 5.2 No Private Rented Sector Unit shall be Occupied until the Development Management Plan has been submitted to and approved in writing by the Council and the day to day management of the Private Rented Sector Units shall be implemented in accordance with the Development Management Plan

Second Schedule

The Council's Obligations

- 1.1 The Council covenants with the Developer to use all sums received from the Developer under the terms of this Deed for purposes specified in this Deed for which they are to be paid.
- 1.2 The Council covenants with the Developer to treat information provided to the Council under paragraph 3.7 of the First Schedule earmarked as confidential commercially sensitive information to be used for the sole purpose of assessing compliance with the provisions of this Deed and that the information provided shall at no point in time become information within the public domain, subject to the Council's obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations.


IN WITNESS whereof this Deed has been executed by the parties and is intended to be and is delivered on the date first above written.

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

A Duly Authorised Officer

EXECUTED (but not delivered until the date hereof)
as a DEED by **COPLAN PROPERTIES LIMITED**
acting by:

DIRECTOR
Signature:
Name (in block capitals)


COLIN MCQUESTON

SECRETARY/DIRECTOR
Signature:
Name (in block capitals)

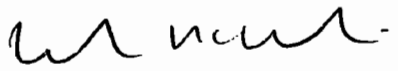

NICHOLAS MELLOR

EXECUTED (but not delivered until the date hereof)
as a DEED by **COPLAN ESTATES (BARKING) LIMITED**
acting by:

DIRECTOR

Signature:


Name (in block capitals)


COLIN MCQUESTON

SECRETARY/DIRECTOR

Signature:

Name (in block capitals)


NICHOLAS MELLOR

THE COMMON SEAL of
THE GREATER LONDON AUTHORITY
was hereunto affixed in the
presence of:

)
)
)
)

A Duly Authorised Officer

EXECUTED (but not delivered until the date hereof)
as a DEED by **ROYAL BANK OF SCOTLAND PLC**
acting by:

DIRECTOR

Signature:

Name (in block capitals)

SECRETARY/DIRECTOR

Signature:

Name (in block capitals)

EXECUTED (but not delivered until the date hereof)
as a DEED by **MORGAN LLOYD TRUSTEES LIMITED**
acting by

TRUSTEE

Signature

Name (in block capitals)

TRUSTEE

Signature

Name (in block capitals)

EXECUTED (but not delivered until the date hereof)
as a DEED by **NICHOLAS SEAN DOYLE**

Witness Name

Witness Occupation

EXECUTED (but not delivered until the date hereof)
as a DEED by **NICHOLAS PETER MELLOR**

Witness Name

Witness Occupation

EXECUTED (but not delivered until the date hereof)
as a DEED by **COLIN ANDREW RICHARD MCQUESTON**

Witness Name

Witness Occupation

Appendix A – Plan

Appendix B - Draft Planning Permission

GREATER LONDON AUTHORITY
Development, Enterprise and Environment

Jonathan Rowlatt
WYG
100 St John Street
London EC1M 4EH

GLA reference: D&P/2624a
Barking & Dagenham Council reference:
15/00651/FUL

Date: ?? 2016

Dear Mr Rowlatt

Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008
Trocoll House and car park to rear, Wakering Road, Barking IG11 8PD
GLA reference: D&P/2624a
Barking & Dagenham Council reference: 15/00651/FUL
Applicant: Coplan Estates (Barking) Ltd

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND IN ACCORDANCE WITH PLANS AND APPLICATION AS REFERENCED BELOW

The Deputy Mayor of London (acting under delegated authority), as the Local Planning Authority, has considered your application and grants planning permission for the following development, in accordance with the terms of the above mentioned application (which expression shall include the drawings and other documents submitted therewith):

An application for full planning permission for the demolition and redevelopment of car park site, erection of a part 4, 23 and 28-storey building and conversion of upper floors of Trocoll House from office use (B1), to provide 198 residential units and flexible commercial uses at ground floor level (Classes A1, A2, A3, B1 and/or D1).

At: Trocoll House and car park to rear, Wakering Road, Barking IG11 8PD

In accordance with the application registered on: 27 May 2015

Subject to the following 43 conditions:

1. The development permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

2. The development hereby permitted shall be carried out in accordance with the following approved plans:

P0-100 Rev P1, P0-101 Rev P1, P0-102 Rev P1, P1-100 Rev P6, P1-101 Rev P1, P1-102 Rev P1, P1-103 Rev P1, P1-104 Rev P2, P1-200 Rev P2, P1-201 Rev P2, P1-202 Rev P1, P2-101 Rev P1, P2-102 Rev P1, P3-101 Rev P1, P3-102 Rev P1, P3-103 Rev P1, P4-101 Rev P1, P4-102 Rev P1 and SK-001.

Reason: For the avoidance of doubt and in the interests of proper planning.

3. No development shall commence, including any works of demolition, until an investigation and risk assessment, in addition to any assessment provided with the planning application, has been completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to human health; property (existing or proposed), including buildings, crops, livestock, pets, woodland and service lines and pipes; adjoining land; groundwaters and surface waters; ecological systems; archaeological sites and ancient monuments; and
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

4. No development, except demolition to ground level, shall commence until a detailed remediation scheme, to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment, has been prepared and submitted to the Local Planning Authority for approval in writing. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must 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 of the land after remediation.

5. The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development, other than demolition to ground level, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works. Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

6. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in

accordance with the requirements of Condition 3, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of Condition 4, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Reason for Conditions 3 to 6: Contamination must be identified prior to commencement of development to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with policy BR5 of the Borough Wide Development Policies Development Plan Document and policy 5.21 of the London Plan.

7. No development shall commence, including any works of demolition, until a Construction Environmental Management Plan (CEMP) and a Site Waste Management Plan (SWMP) have been submitted to and approved in writing by the Local Planning Authority. These Plans shall incorporate details of:

- a) construction traffic management;
- b) the parking of vehicles of site operatives and visitors;
- c) loading and unloading of plant and materials;
- d) storage of plant and materials used in constructing the development;
- e) the erection and maintenance of security hoarding(s) including decorative displays and facilities for public viewing, where appropriate;
- f) wheel washing facilities;
- g) measures to control the emission of dust and dirt during construction; a scheme for recycling/disposing of waste resulting from demolition and construction works;
- h) the use of efficient construction materials;
- i) methods to minimise waste, to encourage re-use, recovery and recycling, and sourcing of materials;
- j) and a nominated Developer/Resident Liaison Representative with an address and contact telephone number to be circulated to those residents consulted on the application by the developer's representatives. This person will act as first point of contact for residents who have any problems or questions related to the ongoing development. Once approved the Plans shall be adhered to throughout the construction period.

Reason: The CEMP and SWMP are required prior to commencement of development in order to reduce the environmental impact of the construction and the impact on the amenities of neighbouring residents, and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

8. No development shall commence, including any works of demolition, until a Construction Logistics Plan has been submitted to and approved in writing by the Local Planning Authority. The Plan shall be designed to minimise deliveries of materials and export of any waste materials within the times of peak traffic congestion on the local road network. The Plan shall be implemented in accordance with the approved details and thereafter maintained.

Reason: The Construction Logistics Plan is required prior to commencement of development in order to minimise the impact of construction on the free flow of traffic on the local highway network and in the interests of highway safety, and in accordance with policy BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.3 of the London Plan.

9. No development shall commence, except any works of demolition, until a Surface Water Drainage Scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: The Drainage Scheme is required prior to commencement of development in order to reduce the risk of flooding and in accordance with policy BR4 of the Borough Wide Development Policies Development Plan Document and policy 5.13 of the London Plan.

10. No development shall commence, except any works of demolition, until a Drainage Strategy detailing any on and/or off-site drainage works has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the approved Strategy have been completed.

Reason: The Drainage Strategy is required prior to commencement of development in order to reduce the risk of sewage flooding, to ensure that sufficient capacity is made available to cope with the new development, and to avoid adverse environmental impact upon the community, in accordance with policy BC11 of the Borough Wide Development Policies Development Plan Document.

11. Demolition and construction work and associated activities, other than internal works not audible outside the site boundary, are only to be carried out between the hours of 08.00 and 18.00 Monday to Friday and 08.00 and 13.00 Saturday, with no work on Sundays or public holidays without the prior written permission of the Local Planning Authority.

Reason: To ensure that the proposed demolition and construction work does not cause nuisance and disturbance to neighbouring occupiers and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

12. No above ground new development shall commence until the developer enters into detailed discussions with Council and GLA Officers around the external facing materials for the development, including providing on-site sample boards. Full details, including samples, specifications and annotated plans, of all external facing materials shall then be submitted to the Local Planning Authority for approval in writing. The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To protect or enhance the character and amenity of the area and to ensure an exemplar finish to the building in accordance with policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document and policies 7.1, 7.4 and 7.6 of the London Plan.

13. No above ground new development shall commence until a scheme showing the provisions to be made for interconnecting pipework to link into any future District Heating Network has been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the approved scheme has been installed. As, and when, the proposed District Heating Network is operable, the scheme shall be linked into it unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is satisfactorily designed in accordance with policy CP3 of the Core Strategy, policy BP11 of the Borough Wide Development Policies DPD and policies 7.1, 7.4 and 7.6 of the London Plan and in the interests of promoting heating networks in accordance with policies 5.5 and 5.6 of the London Plan.

14. No above ground new development shall commence until full details of the hard landscaping have been submitted to and approved in writing by the Local Planning Authority. The hard landscaping scheme shall include, but not be limited to, detail of the following:

- a) surface materials, including the ramped entrance;
- b) communal roof terraces, including details of balustrading and screening to ensure a secure and sheltered environment;
- c) play spaces and any related equipment;
- d) boundary treatment; and
- e) management and maintenance.

The hard landscaping scheme shall be implemented prior to occupation of the development in accordance with the approved details and thereafter permanently maintained, to the satisfaction of the Local Planning Authority.

Reason: In the interests of design quality, residential amenity, walking, accessibility and public safety, in accordance with policy CP3 of the Core Strategy and policy BP11 of the Borough Wide Development Policies Development Plan Document.

15. No above ground new development shall commence until a detailed scheme of soft landscaping for the site has been submitted to and approved in writing by the Local Planning Authority. All trees, shrubs, plants and seeds introduced to the site should generally be native (except for fruit trees) and of local provenance, unless otherwise agreed. The approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation or completion of the development, whichever is the sooner. Any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

Reason: To secure the provision of the landscaping in the interests of the visual amenity of the area and in accordance with policy CP3 of the Core Strategy and policies BR3 and BP11 of the Borough Wide Development Policies Development Plan Document.

16. No above ground new development shall commence until a scheme showing the provisions to be made for external lighting, CCTV coverage, access control and any other measures to reduce the risk of crime, has been submitted to and approved in writing by the Local Planning Authority. The external lighting of the development is to be designed,

installed and maintained so as to fully comply with The Association of Chief Police Officers Secured by Design publication "Lighting Against Crime – A Guide for Crime Reduction Professionals", ACPO SPD, January 2011. The design shall satisfy criteria to limit obtrusive light presented in Table 1, p25 of the guide, relating to Environmental Zone E4 – high district brightness areas. The development shall not be occupied until the approved scheme has been installed. Thereafter the approved measures shall be permanently retained.

Reason: In the interests of security and safety, to avoid light pollution and safeguard neighbouring amenity and in accordance with policy BP11 of the Borough Wide Development Policies Development Plan Document.

17. No above ground new development shall commence until a detailed residential and commercial refuse strategy, including the design and location of the refuse stores, has been submitted to and approved in writing by the Local Planning Authority. The approved refuse stores shall be provided before the occupation of the development and thereafter permanently retained.

Reason: To provide satisfactory refuse storage provision in the interests of the appearance of the site and locality in accordance with policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

18. No above ground new development shall commence until details of the cycle parking facilities shown on drawing No. P1-100 Rev P6 have been submitted to and approved in writing by the Local Planning Authority. The submission should include details of the security, monitoring and access arrangements for the cycle parking facilities. The development shall not be occupied until the approved details have been implemented. Thereafter, the cycle parking facilities shall be permanently retained.

Reason: In the interests of promoting cycling as a safe, efficient and non-polluting mode of transport and in accordance with policy BR11 of the Borough Wide Development Policies Development Plan Document and policy 6.9 of the London Plan.

19. No above ground new development shall commence until a scheme of noise insulation of party construction between the proposed residential accommodation and the proposed new commercial unit hereby permitted has been submitted to and approved in writing by the Local Planning Authority. The approved scheme is to be fully implemented before the first occupation of the commercial/residential unit(s) to which it relates.

Reason: To ensure that the proposed residential units are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

20. No above ground new development shall commence until details of the combined heat and power (CHP) plant to be installed at the premises have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall be sufficient to demonstrate that products of combustion emitted from the plant will not be prejudicial to health or a nuisance having regard to:

- a) the position and height of the discharge flue of the combustion plant;

- b) the position and descriptions of buildings near it;
- c) the levels of the neighbouring ground; and
- d) any other matters requiring consideration in the circumstances, including but not limited to, the concentration of oxides of nitrogen in the flue gas and the flue discharge velocity; and that the emission standards for CHP plant for Band A locations set out in Appendix 7 of the Greater London Authority Document 'Sustainable Design and Construction - Supplementary Planning Guidance - London Plan 2011 – Implementation Framework', April 2014 will be satisfied.

Reason: To ensure that products of combustion emitted from the plant will not be prejudicial to health or a nuisance and in accordance with policies BR14 and BP8 of the Borough Wide Development Policies Development Plan Document and policy 7.14 of the London Plan.

21. Details shall be submitted for approval of the LPA for the amount of no less than 10 parking spaces as accessible which comply with the bay dimension in Table 6.2 of London Plan 2015. Four of the bays shall also be electric vehicle charging point bays (2 bays to be installed with active charging points and 2 bays to be provided with the infrastructure in place to allow for future installation). The parking spaces and charging points hereby approved shall be provided prior to occupation of any part of the development and retained as such permanently for occupiers and visitors to the premises and not used for any other purposes.

Reason: To ensure and promote easier access for disabled persons, to ensure sufficient off-street parking, and to encourage the use of electric cars in order to reduce carbon emissions, in accordance with policies BC2, BR9 and BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.13 of the London Plan.

22. The development hereby permitted shall be carried out in accordance with the submitted Energy Statement prepared by Cudd Bentley Consulting (Document Reference: LN/4409/17, Ver 5 23/07/2015). Prior to commencement of any built development of the superstructure, the applicant must undertake a thermal bridging modelling exercise and ensure that the development design meets the performance values targeted in the submitted Energy Statement. The proposed commercial unit shall achieve a minimum BREEAM rating of 'Very Good' and the residential units to be created in the converted existing building shall achieve a minimum BREEAM Domestic Refurbishment 2012 rating of 'Very Good'.

Reason: In the interests of safeguarding the environment and providing sustainable development in accordance with policies BR1 and BR2 of the Borough Wide Development Policies Development Plan Document and policies 5.2, 5.3, 5.5, 5.6 and 5.7 of the London Plan.

23. The development hereby permitted shall not be occupied until bird nesting and bat roosting bricks/boxes have been installed in accordance with details which shall have been submitted to and approved in writing by the Local Planning Authority. The details shall accord with the advice set out in 'Biodiversity for Low and Zero Carbon Buildings: A Technical Guide for New Build' (Published by RIBA, March 2010) or similar advice from the RSPB and the Bat Conservation Trust.

Reason: In order to preserve and enhance the Borough's natural environment and to comply with policy CR2 of the Core Strategy, policy BR3 of the Borough Wide Development Policies Development Plan Document and policy 7.19 of the London Plan.

24. The combined rating level of the noise from any plant installed pursuant to this permission shall not exceed the existing background noise level (46 dB LA90 dB), as set out in the report 'Trocoll House, Wakering Road, Barking – Noise Assessment' prepared by Sharps Redmore (Document Reference: 1010693 Rev D dated 12th May 2015), when measured 1 metre from the window of any adjacent residential premises. Any assessment of compliance with this condition shall be made according to the methodology and procedures presented in BS4142:2014.

Reason: To ensure that noise-sensitive buildings in the vicinity of the development are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

25. In the event that during construction, cranes or scaffolding is required at a higher elevation than that of the planned development, then their use must be subject to separate consultation with London City Airport. Any proposed changes to the height or exact location of the development must also be re-submitted to London City Airport for re-assessment.

Reason: To ensure that construction activities and the built form of the development will not adversely affect the operation of London City Airport.

26. Following the occupation of lower ground floor commercial space any further change of use to another use specifically permitted by this permission must be carried out within a period of 10 years from the date of this permission.

Reason: To accord with the provisions of Class E, Part 3 of Schedule 2 of The Town and Country Planning (General Permitted Development) Order 2015.

27. The proposed new commercial unit hereby permitted shall only be used for purposes falling within Classes A1, A2, A3, B1 and D1 (excluding places of worship and schools and colleges), and for no other purpose.

Reason: To protect the locality by avoiding the introduction of a use unsuited to the premises in accordance with policies BP8 of the Borough Wide Development Policies Development Plan Document.

28. The proposed new commercial unit hereby permitted shall be permitted to trade between the hours of 07:00hrs and 23:00hrs on any day and at no other time.

Reason: To prevent any undue disturbance to residential occupiers and occupants of neighbouring properties at unreasonable hours and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

29. The delivery/collection of goods associated with the proposed new commercial unit is only permitted to take place between the hours of 07:00hrs and 21:00 hrs on any day.

Reason: To prevent any undue disturbance to residential occupiers and occupants of neighbouring properties at unreasonable hours and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

30. The movement of bins and rubbish associated with the proposed new commercial unit are not permitted to take place outside the premises between the hours of 23:00hrs on one day and 07:00hrs the following day.

Reason: To prevent any undue disturbance to residential occupiers and occupants of neighbouring properties at unreasonable hours and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

31. The development hereby permitted shall not be occupied until details of the appearance of any kitchen extract ventilation system and associated equipment (which shall include measures to alleviate fumes and odour and incorporating activated carbon filters where necessary) for the proposed new commercial unit, and any other plant or equipment on the roof, has been submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented before the first use of the commercial unit hereby permitted and shall thereafter be permanently retained in an efficient manner.

Reason: To safeguard the appearance of the premises and minimise the impact of cooking smells and odours in accordance with policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

32. Any kitchen extract ventilation system for the proposed new commercial unit shall be designed to ensure that structure borne (re-radiated) noise emissions from the kitchen ventilation system shall not exceed 35 LAeq dB (5 min) when measured in any habitable room in adjoining residential premises.

Reason: To ensure that the proposed residential units are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

33. The noise mitigation measures detailed in Section 5 of the report 'Trocoll House, Wakering Road, Barking - Noise Assessment' prepared by Sharps Redmore (Document Reference: 1010693 Rev D dated 12th May 2015) are to be fully implemented before the first occupation of the unit to which they relate and be maintained at all times thereafter.

Reason: To ensure that the proposed residential units are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

34. Prior to the commencement of the modifications to the existing kitchen extract ventilation system for the Public House, detailed plans of the appearance of the extract system and associated equipment (which shall include measures to alleviate fumes and odour and incorporating activated carbon filters where necessary), and any other plant or equipment on the roof, shall be submitted to the Local Planning Authority for approval in writing. The approved details shall be fully implemented before the first occupation of any residential unit hereby approved and shall thereafter be permanently retained in an efficient manner.

Reason: To safeguard the appearance of the premises and minimise the impact of cooking smells and odours in accordance with policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

35. Ninety percent (90%) of the residential units hereby permitted shall meet Building Regulation M4(2) 'accessible and adaptable dwellings'.

Reason: To ensure that accessible housing is provided in accordance policy BC2 of the Borough Wide Development Policies Development Plan Document and policy 3.8 of the Minor Alterations to the London Plan.

36. The 20 wheelchair units identified on the approved drawings shall be constructed or capable of easy adaptation to wheelchair housing standards in accordance with Building Regulation M4(3) 'wheelchair use dwellings'.

Reason: To ensure that sufficient accessible housing is provided in accordance with policy BC2 of the Borough Wide Development Policies DPD and policy 3.8 of the Minor Alterations to the London Plan.

37. The development hereby permitted shall not be occupied until details of a communal television and satellite system have been submitted to and approved in writing by the Local Planning Authority. The approved system shall be provided prior to occupation of the development and be made available to each residential unit. No antennae or satellite dishes may be installed on the exterior of the building, with the exception of a single antennae or satellite dish to support the communal television and satellite system. The proposed antennae or satellite dish shall be designed to minimise its visual impact and shall not be mounted on any publicly visible façade.

Reason: To safeguard the external appearance of the building in accordance with policy CP2 of the Core Strategy and policies BP2 and BP11 of the Borough Wide Development Policies Development Plan Document.

38. The developer shall enter into discussions with High Speed 1 (HS1) and their engineer, Network Rail (High Speed), as soon as practicable to assist in identifying the likely effect of the development on HS1 or HS1 Property. Prior to the start of construction the following details shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1:

- a) details of the design of the foundations and other works proposed below existing ground level;
- b) engineering details of the size, depth and proximity to HS1 of any excavations;
- c) details of the size, loading and proximity to HS1 of additional ground loads such as stockpiles; and
- d) details of the plant and equipment proposed which are likely to give rise to vibration (such as pile driving, demolition and vibro-compaction of the ground) together with predicted vibration levels. Activities likely to cause vibration in the vicinity of HS1 infrastructure such that a peak particle velocity (PPV) of 5mm/s may be exceeded at the railway boundary will be subject to agreement in advance. Where activities could give rise to PPV of 5mm/s or greater, a vibration and settlement monitoring regime shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1. It shall be put in place prior to the start of works and HS1 shall be provided reasonable access to the results of monitoring. Excavations, construction activity and works shall be carried out in accordance with the approved details unless

the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: To ensure that the development does not compromise the integrity, safety, security, operation, maintenance and liabilities of HS1; to ensure that loads on, and settlement of, HS1 tunnels, structures, track and other infrastructure do not prejudice the safety or operation of HS1; to ensure that the stability HS1 tunnels, structures, track and other infrastructure is not prejudiced; and to ensure that vibration does not prejudice the safety, operation and structural integrity of HS1.

39. Prior to the occupation of the development a Delivery and Servicing Plan (DSP) shall be submitted to and approved in writing by the Local Planning Authority in conjunction with Transport for London. The Plan shall identify efficiencies and sustainability measures to be undertaken once the development is operational, and should incorporate details of deliveries to the site and servicing arrangements, including the size of vehicles, routing and tracking of vehicles and times of deliveries and servicing. The Plan shall be adhered to thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to minimise the impact of the development on the local highway network and traffic congestion and in accordance with policy BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.3 of the London Plan.

40. No above ground new development shall be commenced until the developer has submitted to the Local Planning Authority for approval in writing, in consultation with the Local Highway Authority and Transport for London (TfL), a scheme of highway works associated with the development. The approved works shall be carried out prior to the occupation of the development, or as otherwise agreed in writing with the Local Planning Authority, in consultation with the Local Highway Authority and TfL.

Reason: In the interests of highway safety and in accordance with policies BR9 and BR10 of the Borough Wide Development Policies Development Plan Document.

41. A nesting bird survey should be carried out by a suitably qualified ecologist no more than 2 days prior to commencement of the development. The results of the survey should be submitted to the Local Planning Authority before works commence. If nesting birds are found i) works should be delayed until the nesting season is over and the fledglings have left the area and ii) a strategy should be agreed with the Local Planning Authority to ensure the nesting birds are not disturbed by any other works taking place on the site.

Reason: The survey is required prior to commencement of the development to protect the ecology of the area as nesting birds may use the existing buildings, and in accordance with policy CR2 of the Core Strategy.

42. No part of the development hereby permitted shall be occupied until a Car Parking Management Plan has been submitted to the Local Planning Authority for approval in writing. The Car Parking Management Plan is to develop a parking strategy which details the rationale behind car parking allocation to residents. The development shall only be implemented in accordance with the details approved and the approved Plan shall be permanently retained for the lifetime of the development.

Reason: To ensure that off-street car parking spaces are effectively managed and so as not to prejudice the free flow of traffic on the local highway network, in accordance with policies BR9 and BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.13 of the London Plan.

43. No part of the development hereby permitted shall be occupied until details of local highway, footway and carriageway alterations, necessary to establish and serve the pedestrian, cycle and vehicle accesses for the development have been submitted to and approved in writing by the Local Planning Authority, including all necessary:

- a) Traffic orders
- b) Road markings
- c) Relocation of street furniture
- d) Relocation of taxi bays

No part of the development hereby approved shall be occupied unless or until the approved details have been implemented in full. Thereafter they shall be permanently retained unless agreed otherwise in writing by the local planning authority.

Reason: To ensure that on-street car parking spaces and taxi ranks are effectively managed and so as not to prejudice the free flow of traffic on the local highway network, in accordance with policies BR9 and BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.13 of the London Plan.

Statement of positive and proactive action in dealing with the application

The Mayor of London has published the London Plan along with Supplementary Planning Guidance on the GLA website and the London Borough of Barking & Dagenham has published its development plan documents on its website, together with advice about how applications are considered and the information that needs to be submitted to ensure timely consideration of an application. Applicants are advised that planning law requires applications to be determined in accordance with the development plan unless material considerations indicate otherwise.

The applicant was advised of amendments needed to make the proposed development acceptable. These amendments were submitted enabling the application to be granted permission.

Signed,

Stewart Murray
Assistant Director – Planning