

DATED

27 November

2020

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO LAND AT 14 WESTERN ROAD, BOROUGH
GREEN, SEVENOAKS, KENT, TN15 8AG, UNITED KINGDOM**

TONBRIDGE & MALLING BOROUGH COUNCIL (1)

and

RICHARD WILLIAM DANN, BARBARA ANN DANN AND STEPHEN ROBERT DANN (2)

and

NATIONAL WESTMINSTER BANK PLC (3)

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THIS DEED is dated the 27th day of November 2020

BETWEEN

- (1) **TONBRIDGE AND MALLING BOROUGH COUNCIL** of Gibson Building, Gibson Drive, West Malling, Kent, ME19 4LZ (**Council**);
- (2) **RICHARD WILLIAM DANN, BARBARA ANN DANN AND STEPHEN ROBERT DANN** of 42 Lombardy Drive, Maidstone, Kent, ME14 5TB (**Owner**); and
- (3) **NATIONAL WESTMINSTER BANK PLC**, a company incorporated and registered in England and Wales with company number 929027, whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA and whose address for service is Credit Documentation, PO Box 399, Manchester M60 2AH (**Mortgagee**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property subject to a mortgage in favour of the Mortgagee but otherwise free from encumbrances.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Mortgagee is the registered proprietor of the charge dated 27 June 2008 referred to in entry number 1 of the charges register of Title number K943979 and has agreed to enter into this deed to give its consent to the terms of this deed.
- (E) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved that Planning Permission should be granted for the Development subject to the prior completion of this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

Base Rate: the higher of 4% and the base rate from time to time of National Westminster Bank PLC.

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

- demolition works;
- site clearance;
- ground investigations;

- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commence and Commences shall be construed accordingly.

Commencement Date: the date Development Commences.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission.

Index Linked: increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.

Local Plan: Tonbridge & Malling Borough Council Local Plan.

Open Space Contribution: the sum payable in accordance with Schedule 1 of this deed.

Plan: the plan produced by MSD Architects entitled "Site Locations Plans As Existing", drawing number 1451 P001 dated August 2019 and attached as Annex A.

Planning Application: the application for full planning permission registered by the Council on the 21 October 2019 under reference number TM/19/02455/FL

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

Property: the land at 14 Western Road, Borough Green, Sevenoaks, Kent, TN15 8AG, United Kingdom shown edged red on the Plan and registered at HM Land Registry with absolute title under title number K943979.

TCPA 1990: Town and Country Planning Act 1990.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by

the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

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

3. CONDITIONALITY

With the exception of clause 2, clause 3, clause 7, clause 10, clause 11, clause 13, clause 16, clause 17, clause 18, clause 20, clause 21, clause 22 and clause 24 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4. COVENANTS TO THE COUNCIL

The Owner and the Mortgagee covenant with the Council to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- (b) give at least 5 (five) Working Days written notice to the Council of the intended Commencement Date.

5. COVENANTS BY THE COUNCIL

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. INDEXATION

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

7. MORTGAGEE'S CONSENT

- 7.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.
- 7.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

8. RELEASE

- 8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest
- 8.2 The obligations contained in this deed shall not be binding upon any individual occupier or owner of the any of the dwellings to be provided in the Development.
- 8.3 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Property or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport

9. DETERMINATION OF DEED

The obligations in this deed (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

10. LOCAL LAND CHARGE

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

11. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

12. INTEREST ON LATE PAYMENT

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

13. OWNERSHIP

- 13.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Property.
- 13.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days, the following

details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

14. REASONABLENESS

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

15. CANCELLATION OF ENTRIES

15.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

15.2 Following the performance and full satisfaction of all the terms of this Agreement or if this deed is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

16. DISPUTES

16.1 No party may elect to refer a dispute to the dispute resolution contained in clauses 16.2 to 16.7 unless they shall first have used reasonable endeavours for a period of not less than one month to mediate the dispute with the other party (or parties) to the dispute through appropriate senior representatives from within the respective organisations.

16.2 In the event of any dispute or difference arising between the parties arising out of this deed such dispute or difference may be referred to an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications

16.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the expert to be appointed pursuant to clause 16.2 or as to the appropriate professional body, within ten working days after any party has given to the other parties to the dispute a written request to concur in the professional qualifications of the expert to be appointed pursuant to clause 16.2 then the question of the appropriate qualifications or professional body shall be referred to a solicitor appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute. Such solicitor shall act as an

expert and his decision as to the professional qualifications of such person, or as to the appropriate professional body, shall be final and binding upon the parties 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 measure.

- 16.4 The expert shall act as an expert and not as an arbitrator
- 16.5 The expert shall be appointed subject to an express requirement that he reaches his determination and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 46 (forty-six) Working Days from the date of his appointment to act
- 16.6 The expert shall be required to give notice to each of the said parties inviting each of them to submit to him within 10 (ten) Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter-submissions within a further 15 (fifteen) Working Days. The expert's decision shall be given in writing within 20 (twenty) Working Days from any counter-submission or in the event there are no counter-submissions within 21 (twenty-one) Working Days of receipt of the written submissions, with reasons, and in the absence of manifest material error the expert's decision shall be final and binding upon the said parties
- 16.7 The expert may award the costs of the dispute resolution in such proportions as he sees fit but in absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares

17. NO FETTER OF DISCRETION

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

18. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. FUTURE PERMISSIONS

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

- 19.2 If the Council agrees pursuant to an application under Section 73 or 73A of the TCPA 1990 to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the TCPA 1990 that this deed shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the TCPA 1990 and the covenants or provisions in this deed shall be deemed to be accordingly modified to correspond to any such varied permission unless the Council consider it necessary in planning terms to review the terms of the deed and the obligations contained herein

20. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

21. NOTICES

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

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

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

- (a) to the Council at Gibson Building, Gibson Drive, West Malling, Kent, ME19 4LZ marked for the attention of the Head of Planning quoting the planning application reference;
- (b) to the Owner at 42 Lombardy Drive, Maidstone, Kent, ME14 5TB marked for the attention of Richard William Dann;
- (c) to the Mortgagee at Credit Documentation, PO Box 399, Manchester M60 2AH

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

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

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs

before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

- (b) if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.

21.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

23. VALUE ADDED TAX

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

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

24. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

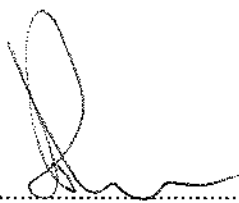
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a **DEED** by affixing the Common Seal of **TONBRIDGE AND MALLING BOROUGH COUNCIL** in the presence of:



Authorised signatory

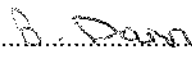
Signed as a deed by **RICHARD WILLIAM DANN** in the presence of:


Richard William Dann

[SIGNATURE OF WITNESS]

NAME *Simon Boyd*
ADDRESS *1 Lingfield Rd*
Borough Green
Kent
OCCUPATION *TNIS 8MS*
Osteopath


Signed as a deed by **BARBARA ANN DANN** in the presence of:


Barbara Ann Dann

[SIGNATURE OF WITNESS]

NAME *Simon Boyd*
ADDRESS *1 Lingfield Road*
Borough Green
Kent TN15 8MS
OCCUPATION *Osteopath*

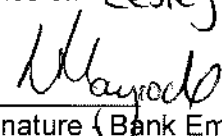
Signed as a deed by **STEPHEN ROBERT DANN** in the presence of:


Stephen Robert Dann

[SIGNATURE OF WITNESS]

NAME *Simon Boyd*
ADDRESS *1 Lingfield Rd*
Borough Green
Kent TN15 8MS
OCCUPATION *Osteopath*

Signed and Delivered as a deed)
for and on behalf of National Westminster
Bank Plc by a duly authorised Attorney)
in the presence of:- *Lesley Haycocks*


Witness' Signature (Bank Employee


Tina Bardstey
DOCUMENTOR
CREDIT DOCUMENTATION

REF 6195048/m06

Schedule 1 Covenants to the Council

1. OPEN SPACE CONTRIBUTION

On or before the Commencement Date to pay to the Council the sum of £16,919 (sixteen thousand nine hundred and nineteen pounds) towards the cost of providing, expanding or improving the Open Space Facilities in the contributions set out below:

- (i) Parks & Gardens (Leybourne Lakes Country Park) - £5,018 (five thousand and eighteen pounds)
- (ii) Amenity Green Spaces (Field adjacent to Wrotham School) - £227 (two hundred and twenty seven pounds)
- (iii) Outdoor Sport Facilities (Maidstone Road Recreation Ground) - £9,206 (nine thousand two hundred and six pounds)
- (iv) Children's and Young People's Play Areas (Staleys Acre Play Area) - £1,209 (one thousand two hundred and nine pounds)
- (v) Natural Green Spaces - (Crow Hill) - £1,259 (one thousand two hundred and fifty nine pounds)

Schedule 2 Covenants by the Council

2. OPEN SPACE CONTRIBUTION

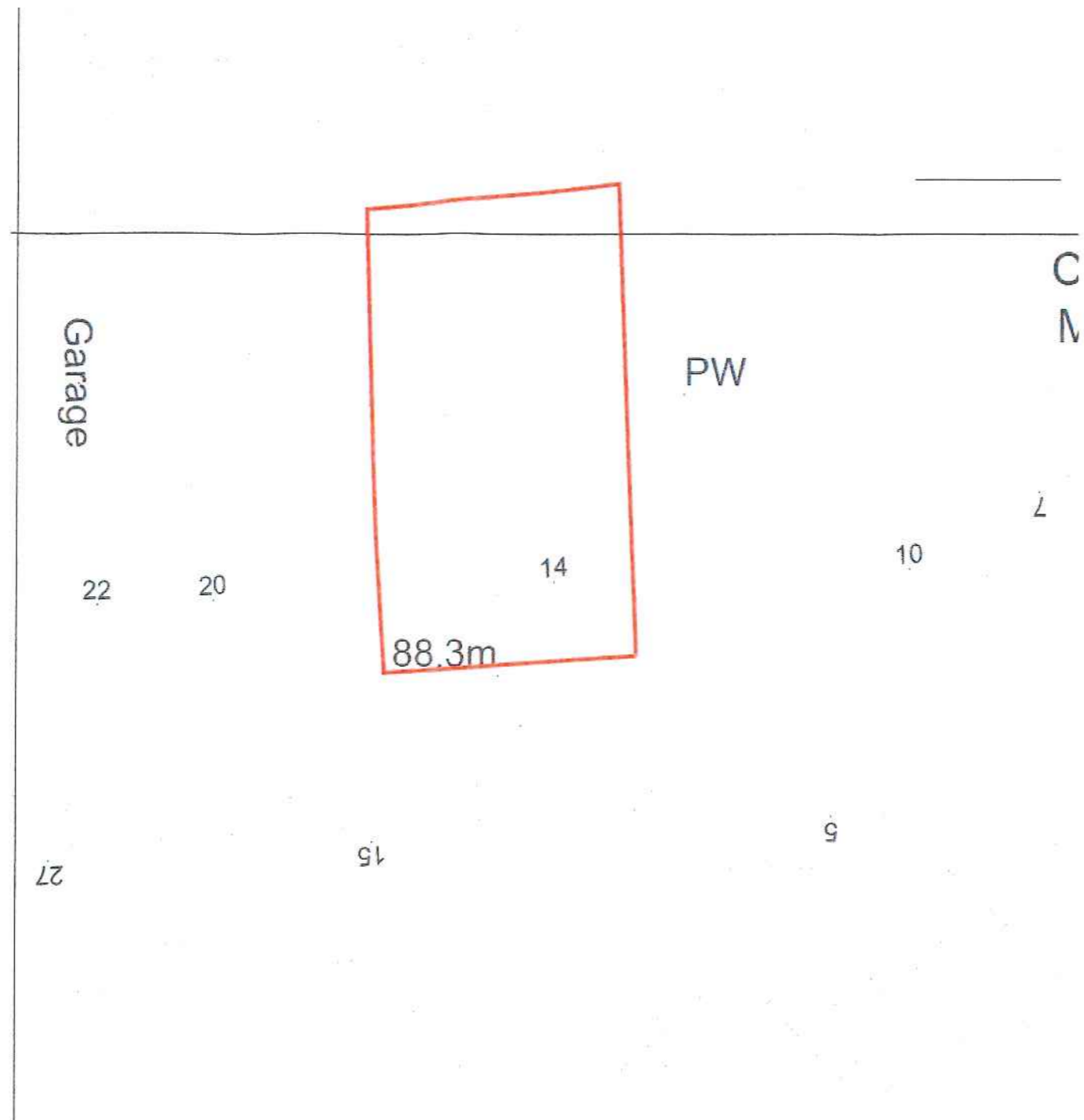
- 2.1 To pay the Open Space Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 2.2 Not to use any part of the Open Space Contribution other than for the purposes for which it was paid in accordance with Schedule 1 (whether by the Council or another party).
- 2.3 In the event that the Open Space Contribution has not been spent or committed for expenditure by the Council within five years following the date of receipt of the Open Space Contribution the Council shall refund to the Owner any part of the Open Space Contribution which has not been spent or committed for expenditure, together with any accrued interest.

Annex A Plan

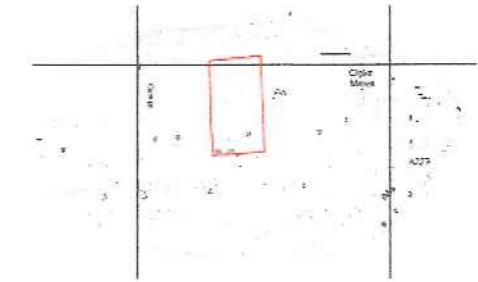
THE COMMON SEAL OF THE BOROUGH OF TONBRIDGE AND Malling Borough Council was hereunto affixed in the presence of:

AUTHORISED SIGNATURE

SITE LOCATIONS PLANS AS EXISTING



SITE PLAN 1:500



LOCATION PLAN 1:1250

BLOCK PLAN 1:200

ALL DIMENSIONS TO BE CHECKED AND CONFIRMED ON SITE
SUBJECT TO PLANNING & BUILDING CONTROL APPROVAL

NOTES:
 THIS DRAWING SHALL NOT BE SCALED.
 ALL BUILDING WORKS SHALL CONFORM WITH THE CURRENT BUILDING REGULATIONS, THE RELEVANT BRITISH STANDARDS CODES OF PRACTICE AND ALL RELEVANT STATUTORY REGULATIONS. ALL MATERIALS AND WORKMANSHIP SHALL BE CARRIED OUT IN STRICT ACCORDANCE WITH RELEVANT BRITISH STANDARDS AND MANUFACTURERS SPECIFICATIONS.
 ALL DIMENSIONS ARE TO BE CHECKED AND VERIFIED ON SITE PRIOR TO COMMENCEMENT OF WORK.
 ALL ELECTRICAL WORKS TO COMPLY WITH CURRENT BS REGULATIONS.
 SEE ALSO RELEVANT DRAWINGS FROM ANY SPECIALIST WORK OR STRUCTURAL DETAILS.
 THIS DRAWING & THE COPYRIGHT OF MSD ARCHITECTS AND SHALL NOT BE COPIED OR REPRODUCED WITHOUT THE PRIOR WRITTEN CONSENT OF MSD ARCHITECTS.
 PLEASE NOTE THAT PLANS ARE DRAWN TO THE SCALE PROVIDED AND CAN BE SCALED FOR PLANNING PURPOSES ONLY.
 WE ADVISE THAT IT IS THE DUTY OF THE EMPLOYER/CLIENT TO APPOINT THE NECESSARY CONSULTANTS UNDER THE REQUIREMENTS OF THE CURRENT CONSTRUCTION REGULATIONS 2013 TO INCLUDE THE SEPARATE APPOINTMENT OF A PRINCIPAL CONTRACTOR/DISIGNER IN ACCORDANCE WITH HIS /HER REQUIREMENTS. FOR FURTHER INFORMATION REFER TO THE HSE GUIDANCE AT THE FOLLOWING WEBSITE: www.hse.gov.uk
 MARK SELDEN LTD TRADING AS MSD ARCHITECTS



REGISTERED ARCHITECTS
 PROJECT:
RESIDENTIAL DEVELOPMENT
 14 WESTERN ROAD
 BOROUGH GREEN
 KENT
 TN15 8AG

SCALE 1:500 1:1250 1:200 @ A1
 SITE LOCATIONS PLANS
 AS EXISTING

PURPOSE: PLANNING
 DATE: AUG 2018 DWG NO. 1451 P001

14 WESTERN ROAD BOROUGH GREEN KENT

B Dann
 BA Dann

[Signature]
 R. D. DANN

[Signature]
 S. Dann

[Signature]

Annex B. Draft Planning Permission



Planning, Housing &
Environmental Health

Development Control
Gibson Building, Gibson Drive
Kings Hill, West Malling
Kent ME19 4LZ

Telephone 01732 344522
Web Site <http://www.tmbc.gov.uk>
email planning.applications@tmbc.gov.uk

Danns Properties
c/o Bloomfields
Mrs Vicky Bedford
77 Commercial Road
Paddock Wood
TONBRIDGE
TN12 6DS

Your ref Danns
Our ref TM/19/02455/FL
Contact Maria Brown
Direct line 01732 876294
email maria.brown@tmbc.gov.uk
Date

APPLICATION: TM/19/02455/FL

VALIDATED: 21 October 2019

PARISH: Borough Green

This was approved in accordance with the following submitted details: Location Plan 1451 P001 received 21.10.2019, Site Plan 1451 P002 Proposed received 21.10.2019, Proposed Plans and Elevations 1451 P003 received 21.10.2019, Street Scenes 1451 P004 received 21.10.2019, Existing Plans and Elevations 1451 P005 received 21.10.2019, Planning Statement received 21.10.2019, Acoustic Assessment P1364 received 21.10.2019, Air Quality Assessment received 21.10.2019.

APPLICANT: Danns Properties
c/o Bloomfields Mrs Vicky Bedford 77 Commercial Road Paddock Wood TONBRIDGE
TN12 6DS

PROPOSAL: Demolition of existing commercial building, erection of a mixed used building, with two retail/commercial units at ground floor level and 8 residential apartments above

LOCATION: 14 Western Road Borough Green Sevenoaks Kent TN15 8AG

Town and Country Planning Act 1990 Town and Country Planning (Development Management Procedure) (England) Order 2015

TAKE NOTICE that the TONBRIDGE AND MALLING BOROUGH COUNCIL, the District Planning Authority under the Town and Country Planning Acts, has **GRANTED PERMISSION** for the proposal as specified above, subject to the compliance of the following conditions:

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

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990.

2. No development, other than the demolition of any buildings, removal of hardstanding, ground investigations or site survey works, shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of landscaping and boundary treatment. All planting, seeding and turfing comprised in the approved scheme of landscaping shall be implemented during the first planting season following occupation of the buildings or the completion of the development, whichever is the earlier. Any trees or shrubs removed, dying, being seriously damaged or diseased within 10 years of planting shall be replaced in the next planting season with trees or shrubs of similar size and species, unless the Authority gives written consent to any variation. Any boundary fences or walls or similar structures as may be approved shall be erected before first occupation of the building to which they relate.

Reason: To protect and enhance the appearance and character of the site and locality.

3. No development, other than the demolition of any buildings, removal of hardstanding, ground investigations or site survey works, shall take place until details and samples of materials to be used externally have been submitted to and approved by the Local Planning Authority, and the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not harm the character, appearance or visual amenity of the locality.

4. No development, other than the demolition of any buildings, removal of hardstanding, ground investigations or site survey works, shall take place until details of slab levels have been submitted to and agreed in writing by the Local Planning Authority. The details shall include a scaled east - west cross section showing the proposed building in relation to both adjacent buildings. The work shall be carried out in strict accordance with those details.

Reason: To ensure the scale of the development is compatible with the character of the site and its surroundings.

5. In accordance with the recommendations set out in EX01 the submitted Acoustic Assessment referenced P1364 received 21 October 2019, no unit shall be occupied until full details of the specific acoustically screened mechanical ventilation units have been submitted to and agreed in writing by the Local Planning Authority and the specified units retained thereafter.

Reason: To ensure a suitable aural environment for future occupiers.

6. The units hereby permitted shall not be occupied until the area shown on the submitted plan referenced 1451 P003 received 21 October 2019 as vehicle parking and circulation space has been provided, surfaced and drained. The areas shall be constructed of porous materials or provision made to direct surface water run-off from the hard surface to a permeable or porous area or surface within the site. Thereafter the area shall be kept available for such use and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order amending, revoking or re-enacting that Order), shall be carried out on the land so shown or in such a position as to preclude vehicular access to this reserved parking area.

Reason: Development without the provision of adequate on-site parking facilities may give rise to hazardous conditions in the public highway. Development without suitable disposal of surface water is likely to lead to unacceptable surface water run-off onto the railway or public highway.

7. The units hereby permitted shall not be occupied until the refuse storage area as shown on drawings referenced 1451 P003 and 1451 P004 received 21 October 2019 is constructed. The area shall be kept available for the use and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order amending, revoking or re-enacting that Order) shall be carried out to preclude refuse storage.

Reason: In the interests of general amenity and human health.

8. The units hereby permitted shall not be occupied until the cycle storage area as shown on drawings referenced 1451 P003 and 1451 P004 received 21 October 2019 is constructed. The area shall be kept available for the use and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order amending, revoking or re-enacting that Order) shall be carried out to preclude cycle storage.

Reason: In the interests of sustainable transport and healthy lifestyles.

9. (a) If during development work, significant deposits of made ground or indicators of potential contamination are discovered, the work shall cease until an investigation/ remediation strategy has been agreed with the Local Planning Authority and it shall thereafter be implemented by the developer.

(b) Any soils and other materials taken for disposal should be in accordance with the requirements of the Waste Management, Duty of Care Regulations. Any soil brought onsite should be clean and a soil chemical analysis shall be provided to verify imported soils are suitable for the proposed end use.

(c) A closure report shall be submitted by the developer relating to (a) and (b) above and other relevant issues and responses such as any pollution incident during the development.

Reason: In the interests of amenity and public safety.

10. The ground floor retail/commercial units shall be used for A1 (retail) or A2 (professional and financial services) and no other purpose within the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended).

Reason: To ensure the ground floor uses are compatible with the residential uses above.

Informatives:

1 There is the possibility of asbestos containing materials being present in the structure. Before commencing any work the applicant must organise an asbestos survey to be undertaken by a competent person. More information regarding the necessary precautions which must be implemented for the duration of the demolition can be found at <http://www.hse.gov.uk/asbestos/>.

2 The proposed development is within a road which has a formal street numbering scheme and it will be necessary for the Council to allocate postal address(es) to the new property/ies. To discuss the arrangements, you are invited to write to Street Naming & Numbering, Tonbridge and Malling Borough Council, Gibson Building, Gibson Drive, Kings Hill, West Malling, Kent, ME19 4LZ or to e-mail to addresses@tmbc.gov.uk. To avoid difficulties for first occupiers, you are advised to do this as soon as possible and, in any event, not less than one month before the new properties are ready for occupation.

3 Due to the proximity of the demolition to Network Rail land, Network Rail recommends the developer contacts AssetProtectionLondonSouthEast@networkrail.co.uk prior to any works commencing on site, and also to agree an Asset Protection Agreement with us to enable approval of detailed works. More information can also be

obtained from our website <https://www.networkrail.co.uk/running-the-railway/looking-after-the-railway/asset-protection-and-optimisation/>.

4 It is the responsibility of the applicant to ensure, before the development hereby approved is commenced, that all necessary highway approvals and consents where required are obtained and that the limits of highway boundary are clearly established in order to avoid any enforcement action being taken by the Highway Authority.

In reaching this decision, the Local Planning Authority has had appropriate regard to the provisions of paragraph 38 of the National Planning Policy Framework 2019.

Louise Reid

Head of Planning

NOTE REGARDING PLANNING CONDITIONS

Please note that if conditions are attached to this permission, some of them may require the submission, pursuant to Article 27 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, of details for the formal approval of the Local Planning Authority prior to the development commencing. The Borough Council may consider it appropriate to carry out consultations and other procedures prior to giving a formal decision on these matters and it is unlikely that this will take less than 4 weeks. This should be taken into account when programming the implementation of the permission. Any development that takes place in breach of such conditions is likely to be regarded as unlawful.

THIS IS NOT A BUILDING REGULATION APPROVAL

It is the responsibility of the developer to ensure, before the development hereby approved is commenced, that approval under the Building Regulations, where required, and any other necessary approval, have been obtained, and that the details shown on the plans hereby approved agree in every respect with those approved under such legislation.

IMPORTANT: Your attention is drawn to the Notes attached.

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.*
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- If this is a decision to refuse planning permission for a minor commercial application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- In all other cases if you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.