

AN AGREEMENT dated

29 April

2013

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of the North London Business Park Oakleigh Road South London N11 1NP ("the Council")
- (2) **A2 DOMINION HOMES LIMITED** (Industrial and Provident Society No IP18313R) of Capital House, 25 Chapel Street, London NW1 5WX ("the Owners")

WHEREAS: -

- A. The Owners have the freehold interest in the Land registered at H.M. Land Registry under Title Nos AGL 174131 and AGL 176630
- B. The Council is the Local Planning Authority for the purposes of the 1990 Act and the Highway Authority for the purposes of the Highways Act 1980 for the area within which the Land is situated
- C. On 1 June 2011 the Owners applied to the Council for planning permission under reference No. F/01932/11 in respect of the Development
- D. At a meeting of the Council's Planning and Environment Committee held on 28 March 2013 it was resolved that subject to the completion of this Agreement the Permission should be granted
- E. The Council considers it expedient and in the interests of the proper planning of its area that provision should be made for regulating development in the manner hereinafter appearing and the parties hereto have accordingly agreed to enter into this Agreement

NOW IT IS AGREED as follows:

1. Interpretation

1.1. In this Agreement unless the context otherwise requires:

1990 Act means the Town and Country Planning Act 1990 (as amended)

Affordable Housing means housing designed erected and made permanently available for affordable rent or shared ownership to meet the needs of eligible households nominated by the London Borough of Barnet whose incomes are not sufficient to allow them to access decent and appropriate housing on the open market

Affordable Housing Grant any financial assistance offered by the GLA to contribute towards the cost of providing the Affordable Housing Units

Affordable Housing Scheme means a scheme for the supply of the Affordable Housing Units as more particularly described in the Second Schedule to this Agreement

Affordable Housing Units means the provision of 62 housing units for Affordable Housing comprising of:-

a) 10 x one bedroom (2 person flat) 2 x two bedroom (3 person flat) 17 x two bedroom (4 person flat) 7 x three bedroom (5 person flat) 8 x three bedroom (6 person flats) 5 x four bedroom (7 person flats) for Affordable Rent;

b) and 7 x one bedroom (2 person flat) 5 x two bedroom (3 person flat) 1 x two bedroom (4 person flat) for Shared Ownership

located within the Development as shown on the

affordable housing location plans labelled Plan 2(1) Plan 2(2) Plan 2(3) Plan 2(4) and Plan 2(5) annexed hereto for the purpose of illustration only

Affordable Rent

means rent charged that is subject to rent controls and is required to be offered to eligible householders at a rental level (including service charges) that must be affordable and accessible for households on welfare and/or housing benefit and those subject to the Universal Benefit Cap and which does not exceed 80% of local market rent

Affordable Rented Unit

means housing let by a Registered Social Landlord the Council's Nominee or the Council at Affordable Rent

Application

means the application for planning permission registered by the Council on 1 June 2011 and bearing reference number F/01932/11

Brent Cross Cricklewood Development

means the development of land pursuant to planning permission reference C17559/08 or any modification or variation made thereto

Bridge Scheme

means road widening works and construction of a new vehicular bridge link as part of the Brent Cross Cricklewood Development

Bus Stop Enhancement Contribution

means the sum of FORTY THOUSAND POUNDS (£40,00.00) Index Linked towards the costs of providing two new bus stops within the Borough of Barnet within a 400 metre radius of the Land to be expended by the Council and/or Transport for London and payable in accordance with Clause 3.1.3.1

Car Club

means a club operated by a company that is accredited by Carplus which residents of the Development and members of the general public may join and which

makes cars available to hire to members either on a commercial or part-subsidised basis

Car Club Priming Fund

means the sum of FORTY THOUSAND POUNDS (£40,00.00) Index Linked towards the funding of the Car Club in accordance with Part 3 of the Third Schedule of this Agreement

Carplus

means Carplus or its successor or equivalent organisation being the umbrella organisation for the promotion of sustainable car use and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support

Car Club Scheme

means the scheme for operation of a Car Club to be submitted by the Owners to the Council's Director of Place (or such other officer as may be advised to the Owners in writing) for his approval (such approval not to be unreasonably withheld or delayed)

Commercial Travel Plan

means a local level commercial Travel Plan prepared in respect of the commercial elements of the Development (use classes B1, D1 and D2)

Contributions

means:-

- (a) the Bus Stop Enhancement Contribution;
- (b) the Education Contribution;
- (c) the Health Contribution;
- (d) the Libraries Contribution;
- (e) the Monitoring Contribution;
- (f) the Public Realm Contribution;
- (g) the Step Free Access Contribution; and
- (h) the Travel Plan Contribution;

payable pursuant to this Agreement

Council's Nominee	means a Registered Social Landlord nominated by the Council to deliver the Affordable Housing Units
Cycle Voucher	means a voucher which entitles the holder to use a value of the voucher towards the purchase of a bicycle from a participating store
Development	means development of the Land for 230 residential units (use class C3) and 888 square metres of commercial accommodation (use classes B1, D1 and D2) in buildings up to seven storeys in height along with associated car parking amenity space and new vehicular access from Edgware Road
Education Contribution	means the sum of SEVEN HUNDRED AND FIFTY FIVE THOUSAND SIX HUNDRED AND FIFTY FOUR POUNDS (£755,654.00) Index Linked for the provision of Education Facilities within the London Borough of Barnet in order to meet increased demand for such facilities as a result of Occupation of the Development and payable in accordance with Clauses 3.1.3.4 and 3.1.3.5 of this Agreement
Education Facilities	includes:- <ul style="list-style-type: none"> (a) the purchase of any land for school buildings (b) the provision of any school buildings; or (c) adaptations or additions to buildings at any nursery primary secondary schools or libraries within the London Borough of Barnet including the provision of furniture and fitting out costs and professional fees (including feasibility studies) in connection with such provision and includes any facilities of a similar type or nature
GLA	means the Greater London Authority or any successor body that takes over these powers
Health Contribution	means the sum of TWO HUNDRED AND THIRTEEN

THOUSAND AND TWENTY THREE POUNDS (£213,023.00) Index Linked towards the costs of providing health facilities within the London Borough of Barnet and payable in accordance with Clauses 3.1.3.4 and 3.1.3.5 of this Agreement

Highway Land

means land within the ownership of the Owners along the Edgware Road frontage of the Land shown for the purposes of illustration only hatched brown on Plan 3 annexed hereto which will provide no less than a 3.5m width of public footway

Highway Works

means the scheme of works proposed to the Edgware Road and its junctions with adjoining roads to facilitate the Development, including the proposed new access into the Development, footway along Edgware Road, the junction improvements with Dollis Hill Lane and the installation of new signals in accordance with condition 40 of the Permission

Homes and Communities Agency

means the housing and regeneration agency for England or any successor body that takes over these powers the statutory objectives for which are defined by the Housing and Regeneration Act 2008 as amended under the Localism Act 2011

Households on Intermediate Incomes

means households with a gross annual income (including benefits) between EIGHTEEN THOUSAND ONE HUNDRED POUNDS (£18,100.00) and SIXTY SIX THOUSAND POUNDS (£66,000.00) PROVIDED ALWAYS THAT all references to maximum gross household income levels contained in this definition shall be subject to adjustment by application of the changes in household income levels in terms of the criteria set out in any one of more of:-

- (i) the London Plan as reviewed or amended from time to time

- (ii) the Council's Supplementary Planning Guidance in respect of affordable housing
- (iii) the Mayor's Supplementary Planning Guidance in respect of affordable housing
- (iv) any other update of affordability criteria to be published by the Mayor in relation to intermediate housing including shared ownership
- (v) any update to the Council's intermediate housing policy in relation to shared ownership

Housing Need

a person has a housing need if he is homeless or the dwelling he occupies is overcrowded or under occupied or in need of renovation or unfit for human habitation or for whatever reason the Council deems it unreasonable for them to continue to occupy and in relation to the Shared Ownership Units this means to first time buyers who are unable to afford to buy on the open market unless otherwise agreed by the Council.

Implement

means the carrying out of a material operation as defined by section 56(4) of the 1990 Act PROVIDED ALWAYS THAT:-

- (a) archaeological investigation;
- (b) demolition;
- (c) site clearance;
- (d) site preparation;
- (e) diversion decommissioning and/or laying of services and service media;
- (f) the erection of fences and hoardings;
- (g) construction of access or service roads;
- (h) noise attenuation works;
- (i) temporary structures and buildings including site offices;
- (j) marking or pegging out operations;
- (k) landscape clearance works and planting;
- (l) remediation works;
- (m) excavation works to adjust ground levels on

- site; and
(n) the display of advertisements

shall not be taken to be a material operation for the purposes of this Agreement and "Implementation" and "Implemented" shall be construed accordingly

Index

means the "all items" Retail Prices Index published by the Office for National Statistics or any successor ministry department or organisation or (if such Index is at the relevant time no longer published) such other comparable Index or basis for indexation as the parties may agree

Index Linked

means the product (if any) of the amount of contributions payable under this Agreement multiplied by A and divided by B where:-

"A" is the most recently published figure for the Index prior to the date of the payment; and

"B" is the most recently published figure for the Index at the date of the Agreement

Land

means the land shown for the purpose of illustration only edged red on Plan 1 labelled the Site Plan annexed hereto and described in the First Schedule to this Agreement

Libraries Contribution

means the sum of THIRTY FOUR THOUSAND ONE HUNDRED AND FORTY POUNDS (£34,140.00) Index Linked towards the costs of providing library facilities within the London Borough of Barnet and payable in accordance with Clauses 3.1.3.4 and 3.1.3.5

London Housing Design Guide

means the latest version of the guide approved and published by the Mayor of London or any subsequent standards that supersede these

Monitoring Contribution	means the sum of TEN THOUSAND AND TWENTY EIGHT POUNDS (£10,028.00) Index Linked towards the Council's costs in monitoring the obligations under this Agreement and payable in accordance with Clause 16.1
Notting Hill Construction Training Initiative	means Notting Hill Housing Trust's initiative to secure training and work experience for unemployed people seeking to pursue a career in construction as detailed in the Council's Supplementary Planning Document for Affordable Housing (adopted February 2007)
North London Sub Region	means the region that is comprised of the London Boroughs of Barnet, Brent, Camden, Enfield, Haringey and Westminster
Occupation	means actual occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or security operations and the words "Occupy" and "Occupied" shall be construed accordingly.
Open Market Housing Units	means those units forming part of the Development other than the Affordable Housing Units
Oyster Card	means an Oyster Card smartcard affiliated to Transport for London that allows the holder to travel on public transport services within the Greater London area of the United Kingdom
Parties	means the Owners and the Council and their successors in title
Public Realm Contribution	means the sum of £40,000.00 (FORTY THOUSAND POUNDS) Index Linked towards highway and pedestrian safety improvement works on public

highway on roads in the vicinity of the Development resulting from the Pedestrian Environment Review System (PERS) Audit to be carried out in accordance with Transport for London (TfL) requirements or in such proportions as the Council in its absolute discretion considers appropriate towards highway and pedestrian improvements and the design of such improvements within 400 metres of the Development to be expended by the Council and payable in accordance with Clauses 3.1.3.4 and 3.1.3.5 of this Agreement

Practical Completion

means the date on which the Owners notify the Council that the Development is substantially completed

Permission

means planning permission granted pursuant to the Application in the form of the draft attached in the Sixth Schedule to this Agreement (together with any modification made thereto with the consent of the Parties to this Agreement)

Registered Social Landlord

means a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 and registered with the Homes and Communities Agency or as otherwise agreed with the Council

Residential Travel Plan

means a strategic level residential Travel Plan prepared in respect of the Residential Units of the Development

Residential Unit

means the Affordable Housing Units and the Open Market Housing Units

Safeguard

means to safeguard the Highway Land free from permanent built development or other temporary structures PROVIDED THAT such safeguarding shall not prevent the Owners from constructing and bringing into use the proposals for the Highway Land permitted pursuant to the Permission.

Shared Ownership	means the granting of a lease to a shared ownership lessee of an Affordable Housing Unit which grants an initial equity share in the said Affordable Housing Unit of not less than 25% and not exceeding 75% and upon which rent is paid on the unsold equity PROVIDED ALWAYS THAT the shared ownership lessee shall be entitled to purchase further equity shares in the Shared Ownership Unit up to 100% equity such shared ownership lease to be drafted in accordance with the model form of lease issued by the Homes and Community Agency applying at the time of transaction
Shared Ownership Unit	means a unit of affordable housing provided on the basis of Shared Ownership to Households on Intermediate Incomes
Step Free Access Contribution	means the sum of TWO HUNDRED THOUSAND POUNDS (£200,000.00) Index Linked towards the step free access to be provided at Cricklewood Station located within the London Borough of Barnet which shall include all reasonable costs relating to the detailed design administrative supervisory and all other costs in connection with the Step Free Access works and payable in accordance with Clause 3.1.3.6 of this Agreement
Travel Plan	means a scheme fulfilling the criteria set out in Part 2 of the Third Schedule to this Agreement to be approved by the Council and which may from time to time be varied with the written consent of the Council
Travel Plan Contribution	means the sum of TEN THOUSAND POUNDS (£10,000.00) Index Linked towards the Council's costs in monitoring the objectives of the Residential Travel Plan and Commercial Travel Plan and engaging in any Travel Plan Review

Travel Plan Champion	means the person appointed by the Owners who shall be responsible for implementing monitoring progress reporting and reviewing the Residential Travel Plan and Commercial Travel Plan in order to achieve the Travel Plan objectives and targets
Travel Plan Incentives Fund	means the sum of SIXTY NINE THOUSAND POUNDS (£69,000.00) Index Linked towards the funding of the Travel Voucher to be used by the Owners for the purposes as set out in the Third Schedule
Travel Plan Review	means a study to monitor and review the Residential Travel Plan and Commercial Travel Plan provision in respect of the Development and in order to regulate the same
Travel Voucher	means a voucher up to the maximum value of THREE HUNDRED POUNDS (£300.00) per Residential Unit to be used by the recipient to obtain two of the following travel plan incentives to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00) per incentive:- <ul style="list-style-type: none"> (a) membership of the Car Club and/or car club vehicle hire; and (b) pre-loaded credit on a Oyster Card travel pass; and (c) Cycle Voucher
Universal Benefit Cap	as defined in the Welfare Reform Act 2012 and the Universal Credit Regulations

1.2. Where the context so requires:

- (a) the singular includes the plural;
- (b) words reporting the masculine gender shall include the feminine gender;
- (c) references to any party shall include the successors in title or assignees of that party;

- (d) where a party includes more than one person any obligations of that party shall be joint and several;
- (e) references to clauses paragraphs and schedules are references to clauses and paragraphs in and schedules to this Agreement;
- (f) clause and paragraph headings are for convenience only and shall not affect interpretation;
- (g) save as otherwise provided in this Agreement any consents approvals satisfactions certificates or notifications given or required to be given in pursuant to this Agreement shall be given in writing and shall not be unreasonably withheld or delayed;
- (h) reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;
- (i) any covenant not to do any act or thing includes an obligation not to allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person;
- (j) reference to a person or persons shall include reference to a body corporate and;
- (k) reference to an incorporeal interest shall include reference to an easement

2. Legal Effect

- 2.1 This Agreement is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Owners and their successors in title to each and every part of the Land and their assigns as provided in those sections PROVIDED ALWAYS THAT this Agreement shall not bind any owners or occupier or their mortgagee of an individual Residential Unit (with the exception of the obligations in the Second Schedule of this Agreement which shall apply to the Affordable Housing Units) and/or any occupier of a unit of community business or office floorspace forming part of the Development
- 2.2 This Agreement is also made pursuant to Section 38 and 278 of the Highways Act 1980
- 2.3 The covenants hereinafter contained are planning obligations for the purposes of Section 106 of the 1990 Act and shall be enforceable as such by the Council as local planning authority

- 2.4 No person or company shall be liable for any breach of this Agreement unless he or it holds an interest in the part of the Land in respect of which such breach occurs or held such an interest at the date of the breach
- 2.5 Except for the covenant in this Clause and Clause 16.2 of this Agreement (which take effect from the date of this Agreement) the other covenants in this Agreement are conditional upon:-
- (a) the Implementation of the Permission; and
 - (b) the specific timescales for each obligation specified in this Agreement
- 2.6 If the Permission expires within the meaning of Section 91 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure with or without the consent of the Owners or their successors in title this Agreement shall cease to have effect
- 2.7 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission granted by the Council or by the Secretary of State on appeal or reference to him after the date of this Agreement

3. Owners Covenants

3.1 The Owners covenant with the Council:-

- 3.1.1 To give not less than 14 days' prior written notification to the Council's Director of Place (or such other officer as may be advised to the Owners) at the North London Business Park Ground Floor Building 4 Oakleigh Road South London N11 1NP of the intended date of Implementation
- 3.1.2 To comply with their obligations under Clauses 3, 6, 8, 16 and in the Schedules to this Agreement
- 3.1.3 To pay the Contributions to the Council as follows:
- 3.1.3.1 the Bus Stop Enhancement Contribution within 28 days after the date of Implementation;
 - 3.1.3.2 the Travel Plan Contribution on or prior to the date of the first Residential Units being Occupied;

- 3.1.3.3 the Monitoring Contribution in accordance with Clause 16.1 of this Agreement;
 - 3.1.3.4 50% of each of the Education Contribution the Health Contribution the Libraries Contribution and the Public Realm Contribution within 28 days after the date of Implementation;
 - 3.1.3.5 the remaining 50% of each of the Education Contribution the Health Contribution the Libraries Contribution and the Public Realm Contribution on or prior to the date on which the first Residential Unit is Occupied; and
 - 3.1.3.6 not to permit more than 215 Residential Units within the Development to be Occupied until the Step Free Access Contribution has been paid to the Council
- 3.1.4 If the Owners shall fail to pay any Contribution due under this Agreement or any part of them is not paid on the due date the Owners shall pay the Council interest at the rate of 4% above the base lending rate of the Co-operative Bank plc or such other bank as the Council may designate on any unpaid amounts of the Contributions from the date when they were due to the date on which they are paid to the Council
- 3.1.5 Nothing in the preceding clause shall entitle the Owners to withhold or delay any payment of the Contributions due under this Agreement after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Council in relation to non-payment
- 3.1.6 The Owners covenant with the Council that not more than 50% of the Open Market Housing Units shall be Occupied until:-
- 3.1.6.1 (unless the Owner is already a Registered Social Landlord) it has granted a Registered Social Landlord a freehold or 125 year leasehold interest in each of the Affordable Housing Units in accordance with the provisions of the Second Schedule to this Agreement; and

3.1.6.2 the Affordable Housing Units have been constructed and have reached Practical Completion upon the terms and conditions contained in the Second Schedule to this Agreement

4. The Council's Covenants

The Council covenants with the Owners:-

- 4.1 To comply with its obligations in the Schedules to this Agreement
- 4.2 To deposit all monies paid by the Owners to the Council pursuant to this Agreement into a interest bearing account for the period during which all or any of those monies remains unexpended by the Council
- 4.3 To apply any payments received by it pursuant to this Agreement (together with interest accruing thereon) only for the purposes for which the payment was made (or for such other purposes as are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 as the Parties shall agree) and that if any amount so received remains uncommitted or unspent (save that this shall not include the Monitoring Contribution and the Step Free Access Contribution) within five years of the date of receipt of the Contributions by the Council it will repay such amount to the Owners together with Interest
- 4.4 If the Council fails to commit or spend any amount of the Step Free Access Contribution within fifteen years after the date on which it receives the Step Free Access Contribution the Council shall repay such amount to the Owners together with Interest
- 4.5 From time to time reasonably as required by the Owners (but not more than once in each period of [six] calendar months) to provide written returns showing:-
 - 4.5.1 the total amounts that it has received from the Owners pursuant to this Agreement and the clause in question under which it received them; and
 - 4.5.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure

and the Council shall provide such further information and explanations concerning such payments and expenditure as the Owners may from time to time reasonably require

4.6 To issue the Permission as soon as possible after completion of this Agreement

5. **Mortgagee Exclusion Clause**

5.1 The provisions of this Agreement shall not bind:

5.1.1 Any mortgagee or chargee of the holder of any freehold or leasehold interest in the Affordable Housing Units or any part thereof or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to such freehold or leasehold Owners

5.1.2 Any occupier of the Affordable Housing Unit who shall exercise any statutory power to acquire or buy that unit from a Registered Social Landlord pursuant to the Housing Act 1985 or the Housing Act 1996

5.1.3 Any lessee of a Shared Ownership Unit who has acquired 100% of the shares of the unit

5.1.4 Any successor in title to any of the persons categorised in Clauses 5.1.1 – 5.1.3

6. **Change in Ownership**

The Owners covenant with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Land occurring before all the planning obligations under this Agreement have been discharged such notice to give details of the new owner's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan or postal address BUT PROVIDED ALWAYS THAT the Owners shall not be required to give any such notice to the Council where the new Owners is an individual Owners occupier or tenant of a Residential Unit or any of their mortgagees or chargees or any of their successors in title

7. Consent and Good Faith in relation to this Deed

It is hereby agreed and declared that any approval declaration of satisfaction agreement or consent required under the terms of this Agreement shall not be unreasonably withheld nor unreasonably delayed

8. Verification and Enforcement

The Owners shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising hereunder has been performed or observed SUBJECT TO compliance at all times with the Owner's site regulations and requirements and health and safety law and good practice

9. No Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions or from acting up on any subsequent breach or default in respect thereof by the Owners

10. Severability

Each Clause Sub-Clause Schedule or paragraph shall be separate distinct and severable from each other to the extent only that if any Clause Sub-Clause Schedule or paragraph becomes or is invalid because one or more of such Clause Sub-Clause Schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause Sub-Clause Schedule or paragraph be valid shall apply without prejudice to any other Clause Sub-Clause Schedule or paragraph contained therein

11. Dispute Provisions

11.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement (including any failure by the Parties to agree or

approve any matter falling to be agreed or approved under this Agreement) then unless the relevant part of the Agreement indicates to the contrary the same shall be referred to an independent person ("the Expert") to be agreed upon between the Parties or at the request of any of them to be nominated by or on behalf of the President for the time being of the Law Society and such independent person shall act as an expert and not as an arbitrator

- 11.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight days from the date of his appointment to act
- 11.3 The Expert shall be required to give notice to each of the Parties inviting each of them to submit to him within ten working days written submissions and supporting material and shall afford to each of the Parties an opportunity to make counter submissions within a further five working days in respect of any such submission and material and his decision shall be given in writing within twenty-eight days of his appointment with reasons and in the absence of manifest error shall be binding on the Parties
- 11.4 The Expert's costs shall be in his award
- 11.5 If the Expert shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained
- 11.6 The provisions of this Clause 11 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction

12. Notices

All notices by one party to any other party shall be given in writing and:-

- 12.1 may in addition to any other effective mode of service be sent by registered or recorded delivery post
- 12.2 shall in the case of a notice or other communication to the Council be served on the Council at the address for the Council given on page 1 of this Agreement

12.3 shall in the case of a notice or other communication to the Owners be served at the address for the Owners given on page 1 of this Agreement or at such other address as shall be notified to the Council in writing

13. Statutory Tests for s106 Obligations

The Parties agree that the obligations set out in this Agreement are:-

13.1 necessary to make the Development acceptable in planning terms;

13.2 directly related to the Development; and

13.3 fairly related in scale and kind to the Development

14. No fetter to Council's Powers

Save as legally or equitably permitted nothing in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions and the rights discretions powers duties obligations of the Council under private or public statutes byelaws orders and regulations may be as fully and effectively exercised as if it were not a party to this Agreement.

15. Third Party Rights

No term of this Agreement shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 (and for this purpose "third party" has the same meaning as in that Act); but this Clause 15 does not affect any right or remedy of such a third party which exists or is available apart from that Act nor the right of the Owners to assign the benefit of the covenants by the Council in this Agreement to its successors in title to the Land or any part of the Land

16. Payment of the Council's Legal and Monitoring fees

16.1 The Owners shall pay the Monitoring Contribution to the Council within 28 days after the date of Implementation

16.2 The Owners shall upon the execution of this Agreement pay the Council's reasonable and proper legal costs and disbursements incurred in preparing and completing this Agreement up to the sum of SEVEN THOUSAND ONE HUNDRED AND FORTY SEVEN POUNDS (£7,147)

IN WITNESS of which the parties have signed and sealed this Agreement as a Deed on the date first written above

FIRST SCHEDULE

(The Land)

Land known as Former Parcelforce Depot, Geron Way

W. D. [Signature]
ASSURANCE DIRECTOR.

site red line boundary

2013-2102

SB

55.2m

Plan 1 Site Plan scale 1:500 @ A3 - 122-5106-6A7-Bleek Plan Showing Site Red Line.dwg

Stanford
Heath & Associates
INCORPORATED
Executive Offices
1000 California Street
San Francisco, California 94109
(415) 774-2000

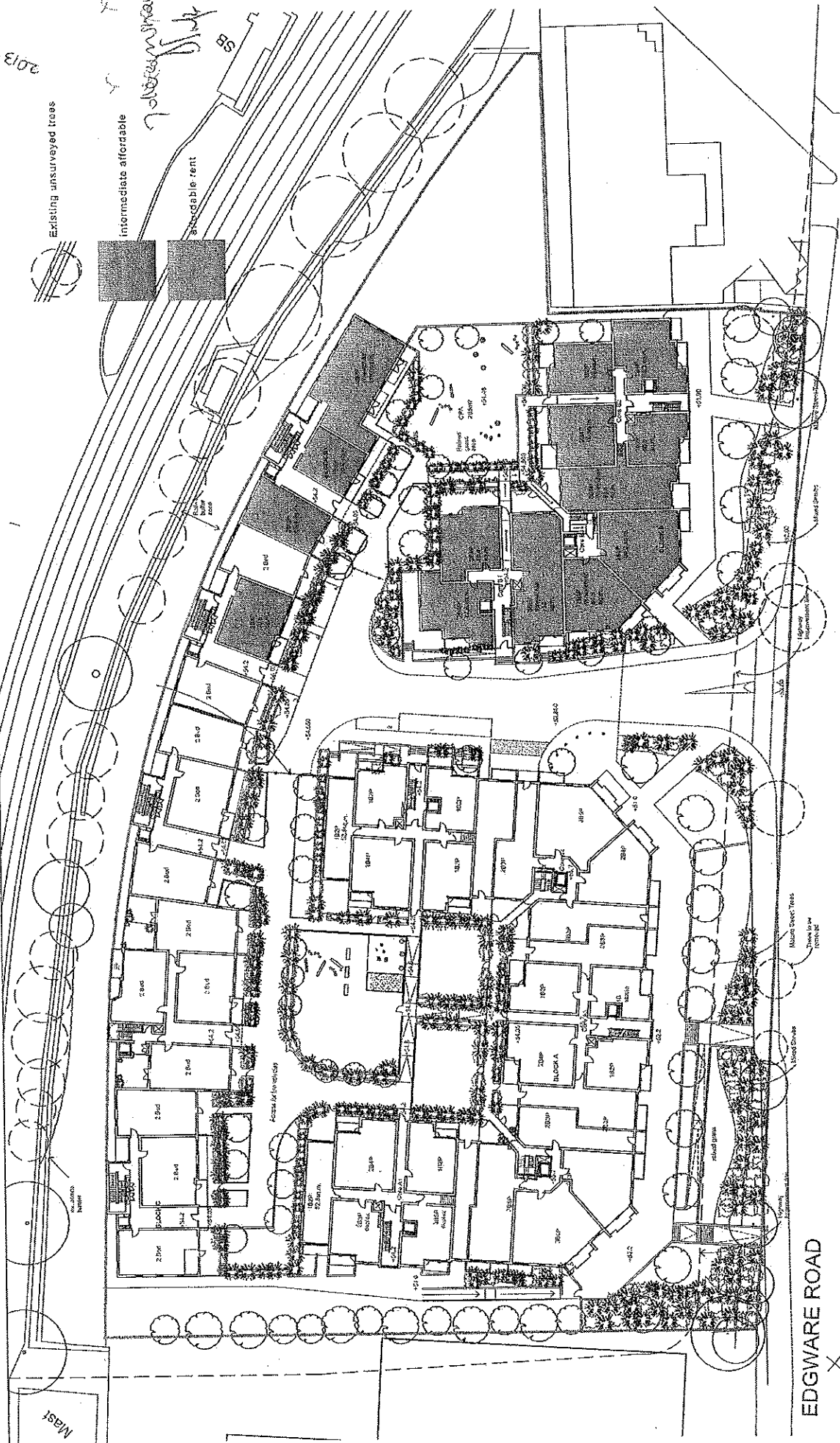
Online to Offline

Geron Way, Edgware Road, Cricklewood

Andrew Ditch
HEAD OF GOVERNANCE

MPH
ASSURANCE DIRECTOR

2013-10-02



Stanford | Eatwell
& Associates

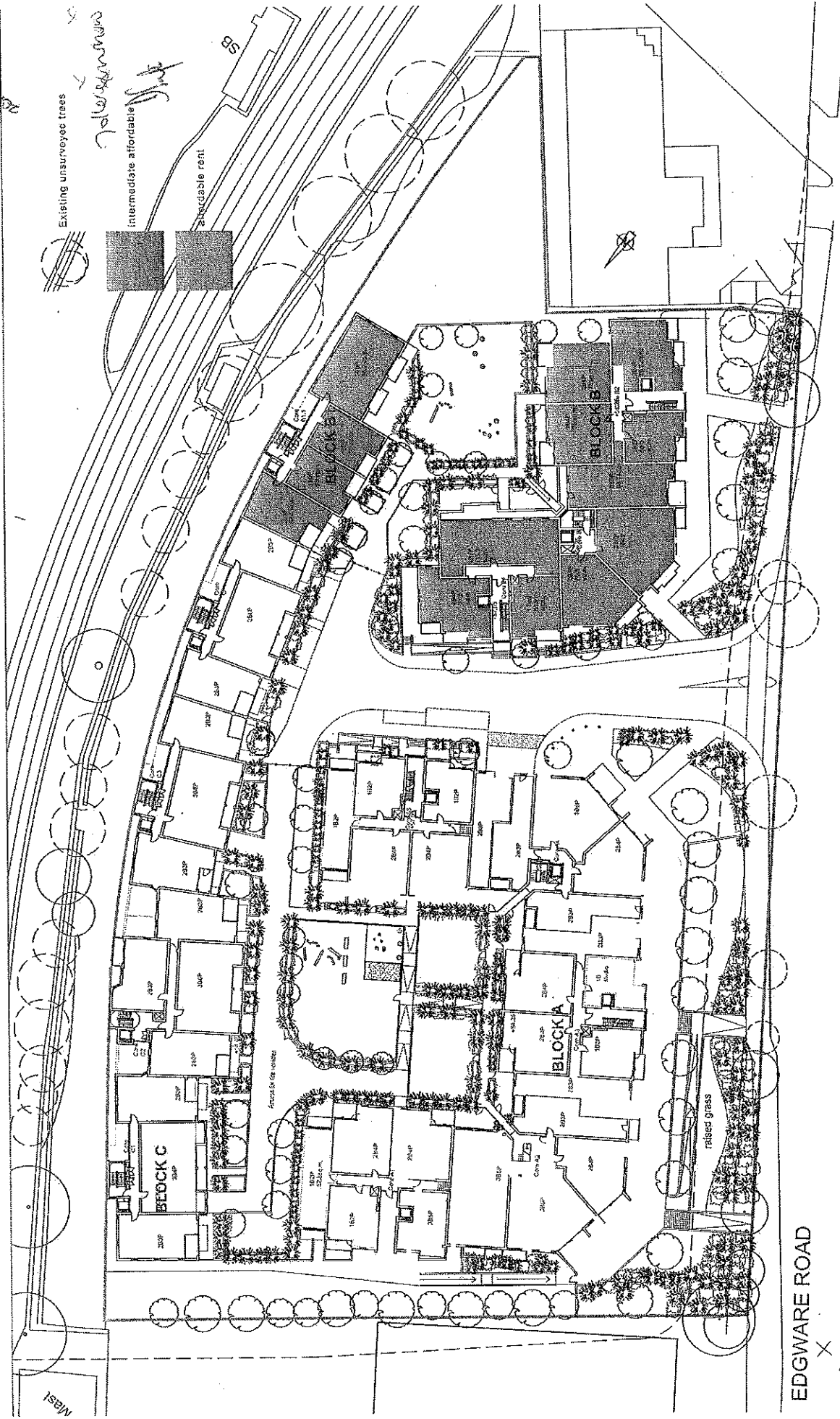
Plan 2 (1) Affordable Housing Plan First Floor scale 1:500 @A3 - 1224-S108-GA1-First Floor Site Plan.dwg

Stanford | Eatwell
& Associates

Geron Way, Edgware Road, Cricklewood

Arbend Dahl
HEAD OF GOVERNANCE

[Signature]
ASSURANCE DIRECTOR



EDGWARE ROAD

15.2m

Plan 2 (2) Affordable Housing Plan-Second Floor scale 1:500 @A3 - 1224-S106-GA2-Second Floor Site Plan.dwg

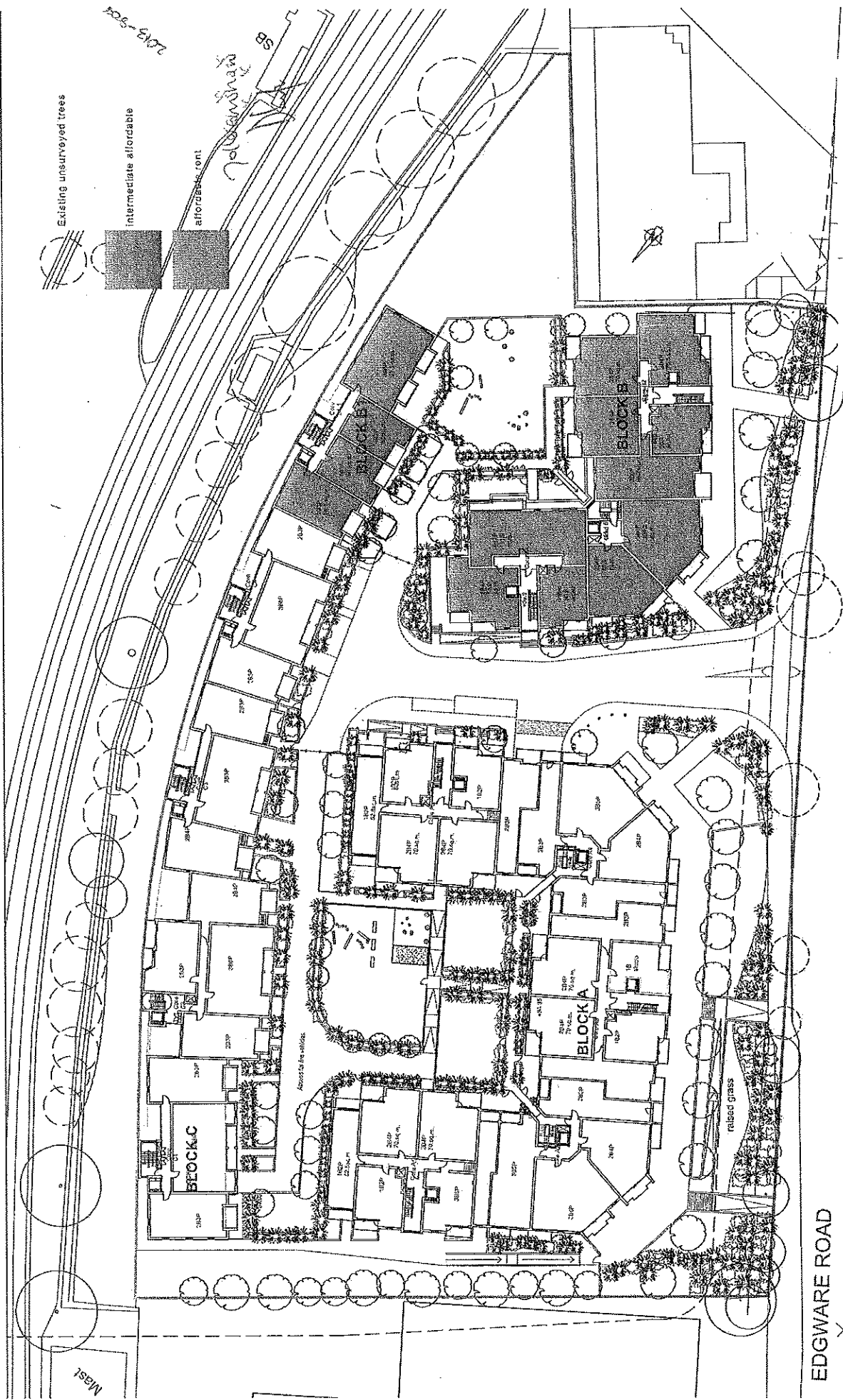
Stanford Eastwell
& Associates

Stanford Eastwell
& Associates

Geron Way, Edgware Road, Cricklewood

Andrew Doherty
HEAD OF GOVERNANCE

Myah
ASSURANCE DIRECTOR



Plan 2 (3) Affordable Housing Plan Third Floor scale 1:500 @A3 - 1224-S106-GA3-Third Floor Site Plan.dwg

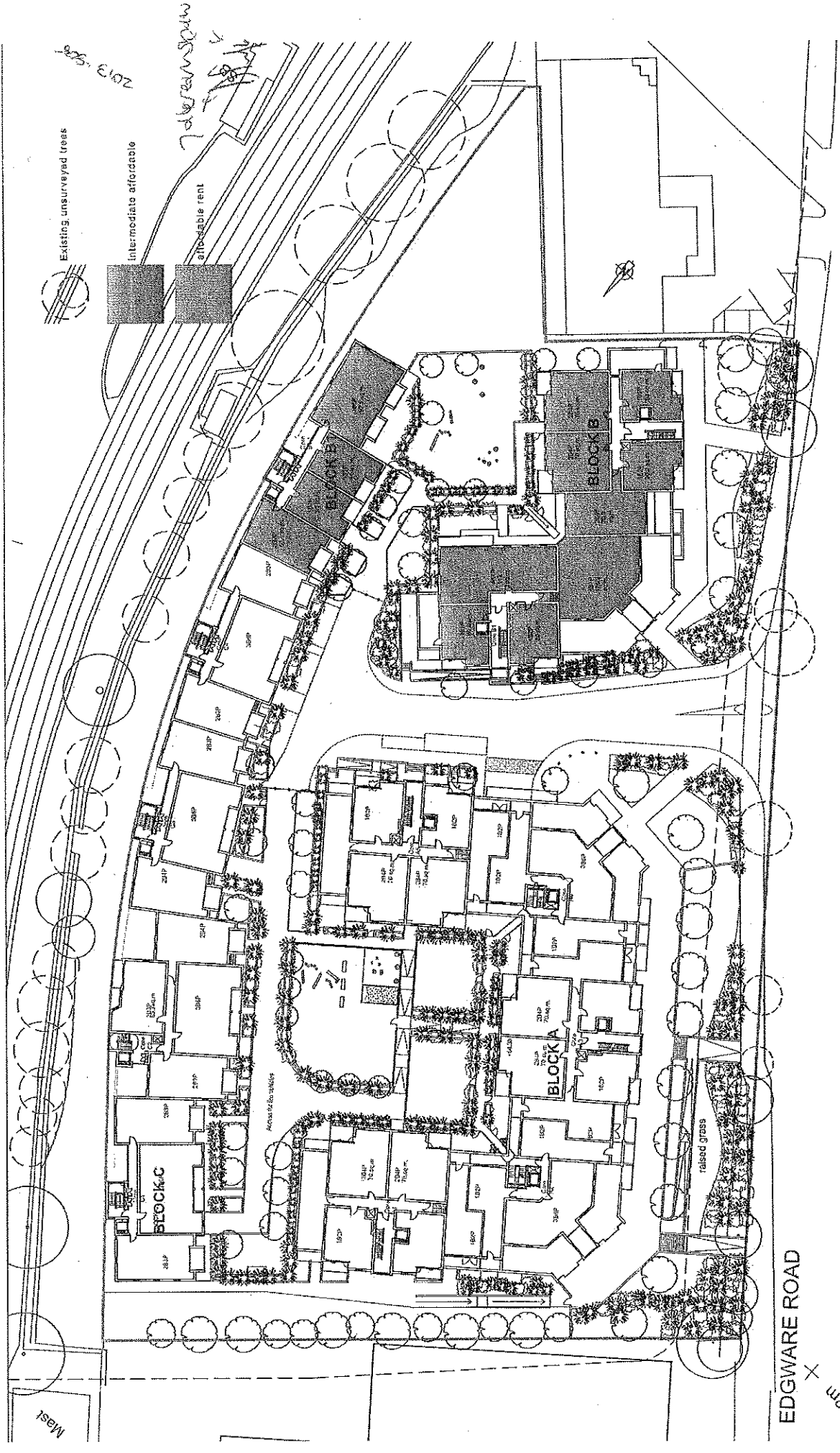
Stanford | Eatwell
& Associates

© Stanford | Eatwell & Associates

Mark
ASSURANCE DIRECTOR

Archie Dall
HEAD OF GOVERNANCE

Geron Way, Edgware Road, Cricklewood



EDGWARE ROAD

75.2m

Plan 2 (4) Affordable Housing Plan Fourth Floor-scale 1:500 @A3 - 1224-S108-GA4-Fourth Floor Site Plan.dwg

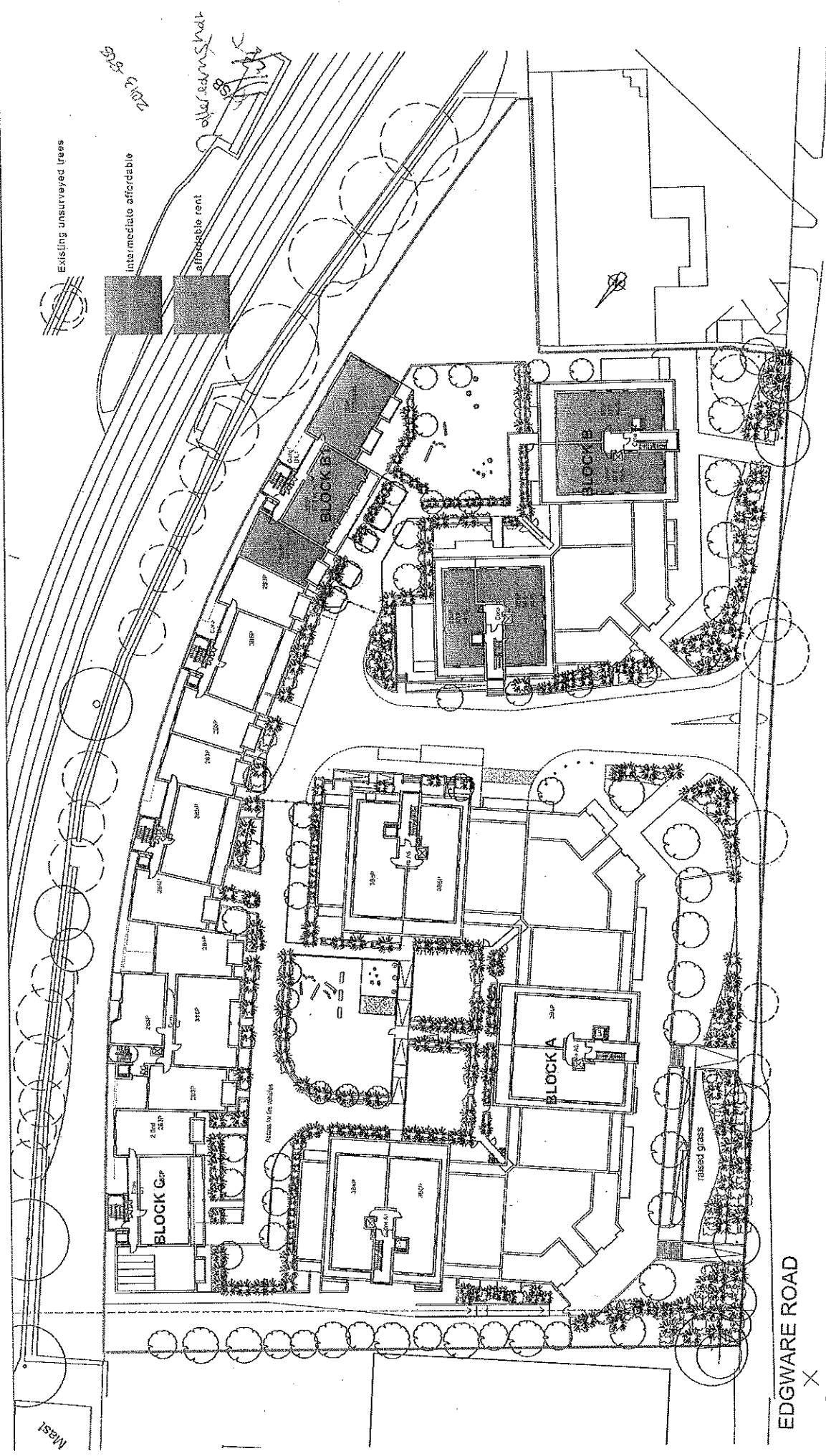
Stanford Eatwell & Associates

Stanford Eatwell & Associates

Geron Way, Edgware Road, Cricklewood

Richard Deth
 HEAD OF GOVERNANCE

Wells
 ASSURANCE DIRECTOR



Plan 2 (5) Affordable Housing Plan Fifth Floor scale 1:500 @A3 - 1224-S106-GA5-Fifth Floor Site Plan.dwg

Stanford Eelwei
 & Associates



SECOND SCHEDULE

Affordable Housing

1. If the Owner is not already a Registered Social Landlord the Owner shall transfer a freehold or leasehold interest for a term of not less than 125 years in each of the Affordable Housing Units to the Council or the Council's Nominee free from all encumbrances (other than those on the title of the Land at the date of this Agreement) and evidence of such transfer shall be provided to the Council's Housing Development Partnership Manager
2. The Owners shall procure that the Affordable Housing Units shall be built in accordance with the most recently published London Housing Design Guide
3. Subject to Clause 5 of this Agreement not to allow or permit the Affordable Rented Units to be Occupied otherwise than as Affordable Rented Units
4. Subject to Clause 5 of this Agreement not to allow or permit the Shared Ownership Units to be Occupied otherwise than as Shared Ownership Units
5. Subject to paragraph 1 of this Second Schedule the price to be paid by the Council or the Council's Nominee shall be at a level that allows the Affordable Rented Units to be paid for through rents to be charged as Affordable Rent
6. The Owner (if it is a Registered Social Landlord) shall sell (or if not shall procure that the Council or the Council's Nominee shall sell) at least one third of the Shared Ownership Units for Shared Ownership to Households on Intermediate Incomes at an initial premium of 25% of open market value PROVIDED ALWAYS THAT if the Council, Council's Nominee or the Owners (if a Registered Social Landlord) is unable to sell one or more Shared Ownership Units at 25% of open market value after marketing the said unit(s) for three months from Practical Completion then the Council, Council's Nominee or the Owners (if a Registered Social Landlord) shall offer the said unit(s) at a higher percentage as demonstrated to the Council in writing in their sales and marketing documentation
7. The Affordable Housing Units shall be Occupied only by persons who are in Housing Need
8. The Owner (if it is a Registered Social Landlord) shall (or if not shall procure that the Council or the Council's Nominee shall) grant to the Council the right to nominate suitable households to the Affordable Housing Units in accordance with the London Borough of

Barnet's published allocation policy and the provisions of this Agreement and shared ownership priorities to be agreed with the Council

9. Prior to Practical Completion of the Affordable Housing Units the Owners shall ensure:

9.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units are in place and meet all statutory requirements in force at the time

9.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units are in place and constructed and completed to the reasonable satisfaction of the Council's Director of Place (or such other officer as may be advised to the Owners)

9.3 all private sewage and drainage pipes channels and gutters and all mains water gas and electricity pipes and cables are in place and constructed laid and completed to the Affordable Housing Units to the reasonable satisfaction of the Council's Director of Place (or such other officer as may be advised to the Owners)

10. The Owners shall give the Council not less than three calendar months prior written notice of the anticipated date of Practical Completion of the Affordable Housing Units to the Council's Housing Association Development Officer (or such other Officer as may be advised to the Association) at North London Business Park, Building 4, Oakleigh Road South, London N11 1NP

11. The Owner (if it is a Registered Social Landlord) shall (or if not shall procure that the Council or the Council's Nominee shall) take all reasonable steps to ensure that the Affordable Housing Units for Shared Ownership are sold in accordance with this Agreement and in the event that there should there be insufficient persons who are in Housing Need to purchase such Affordable Housing Units within three months of Practical Completion of the Affordable Housing Units and the said units have been actively marketed to residents in the London Borough of Barnet for six months the Council or Council's nominee or the Owners (if a Registered Social Landlord) may sell one or more Affordable Housing Units in accordance with their sales policy giving priority to people residing in the London Borough of Barnet and thereafter the North London Sub Region

12. The Owners and/or the Council and/or the Council's Nominee shall not use Affordable Housing Grant in respect of the Affordable Housing Units required as part of this Agreement. Any affordable housing units which are in addition to this Agreement can be supported for Affordable Housing Grant subject to the usual approval process.

THIRD SCHEDULE

PART 1

Travel Plan

The Owners covenant with the Council that:-

1. Submit a Residential Travel Plan 3 months prior to the date of first Occupation to the Council and a Commercial Travel Plan to the Council and obtain approval of both from the Council prior to the date of first Occupation of the Development
2. The Residential Travel Plan and Commercial Travel Plan shall accord with the terms of the most recent version of the Transport for London Travel Plan guidance, currently 'Travel Planning for new development in London Incorporating Deliveries and Servicing', and be ATTrBuTE compliant. The Residential Travel Plan shall also be TRAVL compliant.
3. The Residential Travel Plan shall include the following measures:-
 - 3.1 the provision of two Car Club parking spaces and associated Car Club Scheme, to be operational prior to Occupation utilising the Car Club Priming Fund and to be used in accordance with Part Three of this Schedule
 - 3.2 6 months after first Occupation of each Residential Unit the occupier will be given one Travel Voucher to the value of £300 per Residential Unit paid from the Travel Plan Incentives Fund. The Travel Voucher shall allow the occupier to purchase up to two travel incentives
4. Revise the Residential Travel Plan and/or the Commercial Travel Plan to incorporate any comments made by the Council within 6 weeks of receipt of the Council's written response to one or both submitted draft Travel Plans
5. Promote and publicise the agreed Residential Travel Plans and Commercial Travel Plan within 2 months of approval and within 4 months of Occupation of the Development
6. Appoint a suitably qualified and experienced Travel Plan Champion prior to first Occupation and notify the Council in writing of the Travel Plan Champion details within 7 days of appointment

7. Implement the Residential Travel Plan and Commercial Travel Plan by the dates or within the time limits set out in the Travel Plans
8. Undertake baseline monitoring surveys in accordance with Transport for London's 'standardised approach to monitoring' within 3 months of Occupation and incorporate the relevant survey results in a Travel Plan Review of both the Commercial Travel Plan and Residential Travel Plan and submit a copy of the Travel Plan Reviews to the Council for approval within 5 months of Occupation.
9. Undertake monitoring surveys in accordance with Transport for London's 'standardised approach to monitoring' within the same calendar month as the baseline survey as set out in clause 8 hereof in the first, third and fifth anniversaries of Occupation of the Development.
10. Update the Residential Travel Plan and Commercial Travel Plan in Years 1, 3 and 5 in light of the outcome of the monitoring as set out in clause 9 above in accordance with the targets set out in the Travel Plans and submit a copy of the Travel Plan Reviews to the Council for approval within 2 months of the date on which the surveys were undertaken in Years 1, 3 and 5.
11. In the event that the Travel Plan objectives/targets have not been met in any respect then the Travel Plan Reviews shall propose, for the Council's approval, the measures that will be put in place to achieve the Travel Plan objectives and targets.
12. Revise the Travel Plan Reviews to incorporate any comments made by the Council within 6 weeks of receipt of the Council's written response to the Travel Plan Reviews
13. Promote and publicise the agreed Travel Plan Reviews within 2 months of approval by the Council

The Council hereby covenants with the Owners that it will:

14. Notify the Owners submitting the Travel Plans and subsequent Travel Plan Reviews of any amendments which the Council requires to the Travel Plans within two months of receiving the draft Travel Plans or Travel Plan Reviews; and
15. Approve the draft Travel Plans or Travel Plan Reviews in writing as soon as possible and in any case within one month of receiving the draft Travel Plans or Travel Plan Reviews in the

event of the Council not wishing to put forward any amendments as set out in paragraph 14 above or within one month of the Council receiving the amended draft Travel Plans or Travel Plan Reviews incorporating the amendments requested pursuant to paragraph 14 above.

PART 2

1. The main purpose of the Travel Plans is to encourage more sustainable travel for both people and goods and therefore to reduce single occupancy/single passenger car travel and to reduce consolidate or eliminate delivery trips to and from the Land by imposing controls and incentives in respect of the transport of all persons and goods to and away from the Land
2. The Travel Plans which accord with the terms of the most recent Transport for London Travel Plan guidance currently the document titled 'Travel Planning for new development in London Incorporating Deliveries and Servicing' will outline measures designed to encourage persons visiting the Land to use means of transport other than the car for journeys or promote high occupancy of vehicles used in accordance with the objectives in Paragraph 3 of this Part 2 of this Third Schedule to this Agreement and to introduce measures to manage deliveries and servicing
3. Objectives

The Travel Plans will be designed to meet the following overall objectives

- Reduce car dependency
- Reduce consolidate or eliminate delivery trips
- Reduce parking on the road network adjoining the Land and the areas surrounding it
- Optimise car occupancy
- Manage travel demand as efficiently as possible
- Promote opportunities for access by non-car modes
- Provision of appropriate on-site facilities to encourage walking the use of cycles and access to public transport

- Ensure that the allocation of parking spaces is efficiently managed and in support of the objectives
4. The Travel Plans shall also include measures to ensure the effective monitoring of:
- a) on-site parking in allocated spaces
 - b) on-site parking in areas outside the allocated spaces
 - c) parking in the local adjacent area
 - d) The number of person trips to and from the Land:
 - I. in single occupancy vehicle
 - II. by travel mode
 - III. by time of day
 - IV. by duration of stay
 - e) The number of service and delivery trips to and from the Land
5. The Travel Plans will outline the programme for the implementation of the measures and shall contain measures and targets for the monitoring of the way in which the objectives outlined in the preceding clauses are being met
6. The Travel Plans shall contain at a minimum
- Provision of a survey of person trips to/from the Land including mode of travel. A survey of parking availability within the Land
 - Provision of information showing all public transport, pedestrian and cycle links to and within the Land. The information shall include timetables route maps and other information relating to local bus services and links to local underground and rail services
 - Provision of initiatives for promoting walking and cycling and public transport including identifying routes within the Land and in the surrounding area to encourage local journeys to be made on foot, cycle, bus or underground and the provision of changing facilities within the Land

- Provision of car sharing initiatives to be used as an effective way of minimising parking and improving environmental condition

PART 3

Car Club

1. The Owners shall utilise the Car Club Priming Fund to establish and promote a Car Club within the Development from the date of first Occupation for use by occupiers and members of the public
2. The Owners shall not Occupy the Development unless and until the Owners have submitted and the Council has approved in writing the Car Club Scheme
3. The Owners shall provide the name and address of the operator of the Car Club to the Council's Director of Place (or such other officer as may be advised to the Owners in writing) prior to Occupation of the Development
4. The Owners shall ensure that two car parking spaces on the Land are reserved for the use of the Car Club and (subject to clause 6 below) to retain those spaces as part of the Development
5. The Owners shall publicise annually and provide details on how to join the Car Club within its marketing materials for the Development (which may include its website) from the date when the two Car Club spaces are first available to occupiers of the Development;
6. The Owners shall notify the Council's Director of Place (or such other officer as may be advised to the Owners) in writing if the Car Club operator no longer utilises the two Car Club spaces and shall use reasonable endeavours to secure another Car Club operator and in the event the Owners have been unable to secure another Car Club operator within 6 months then the Owners with the Council's consent (such consent not to be unreasonably withheld or delayed and subject to the Owners providing the Council with evidence as to its attempts to secure another Car Club operator) may let the two Car Club spaces to occupiers of the Development until such time as another Car Club operator expresses genuine interest in operating a Car Club at the Development or a

demand is demonstrated from residents of the Development and using one or both of the Car Club spaces or as otherwise agreed with the Council

7. Should any of the Car Club Priming Fund remain unspent within 5 years of Occupation it is to be spent on an alternative suitable sustainable travel scheme for the Development that has been previously agreed in writing with the Council

FOURTH SCHEDULE

Highway Land Safeguarding

1. From the date of this Agreement until the date on which the Bridge Scheme is implemented the Owners shall Safeguard the Highway Land for the purpose of delivering the Bridge Scheme unless otherwise agreed with the Council.
2. Upon completion of the relevant Highway Works to the reasonable satisfaction of the Council the Owners shall dedicate to the Council as highway maintainable at the public expense that part of the Highway Land to be used as a public footway pursuant to the Permission.
3. In the event the Bridge Scheme is implemented and constructed to the reasonable satisfaction of the Council the Owners shall (upon reasonable written notice by the Council) dedicate to the Council as highway maintainable at the public expense any additional land within the Highway Land required for highway purposes pursuant to the Bridge Scheme that is not already highway maintainable at the public expense.

FIFTH SCHEDULE

Notting Hill Housing Trust Construction Training Initiative

1. The Owners covenant that prior to Implementation of the Development they shall enter into a written agreement with Notting Hill Housing Trust to comply with the Notting Hill Construction Training Initiative such agreement to include provision for the following:-
 - 1.1 the agreed number of trainee places to be provided on the site of the Affordable Housing Scheme and the duration of the each placement;
 - 1.2 a commitment by the Owners to pay a reasonable percentage of the build costs in respect of the Affordable Housing Scheme such payment to cover general running costs such as trainees' fees fares and tools; and
 - 1.3 a commitment by the Owners to pay a provisional sum expressed as a reasonable percentage of the build costs in respect of the Affordable Housing Scheme to cover trainees' wages

SIXTH SCHEDULE
Draft Planning Permission

Assistant Director of Planning and Development Management
Building 4, North London Business Park
Oakleigh Road South, London, N11 1NP
Contact Number: 020 8359 4516

Miss A. Wilson
Barton Willmore LLP
7 Soho Square
London
W1D 3 QB

Application No: **F/01932/11**
Registered Date: 01/06/2011

TOWN AND COUNTRY PLANNING ACT 1990

GRANT OF PLANNING PERMISSION

TAKE NOTICE that the Barnet London Borough Council, in exercise of its powers as Local Planning Authority under the above Act, hereby:

GRANTS PLANNING PERMISSION for: -

Redevelopment of site to provide for 230 residential units (use class C3) and 888 square metres of commercial accommodation (use classes B1, D1 and D2) in buildings up to seven storeys in height, along with associated car parking, amenity space and new vehicular access from Edgware Road.

At:- Former Parcel Force Depot, Geron Way, London, NW2

as referred to in your application and shown on the accompanying plan(s):

Subject to the following condition(s): -

- 1 This development must be commenced within 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:

1224/010 K	Ground Floor Site Plan
1224/011 K	First Floor Site Plan
1224/012 J	Second Floor Site Plan
1224/013 J	Third Floor Site Plan
1224/014 J	Fourth Floor Site Plan

1224/015 J	Fifth Floor Site Plan
1224/016 J	Sixth Floor Site Plan
1224-120 J	Elevations as Proposed (Sheet 1)
1224-121 K	Elevations as Proposed (Sheet 2)
1224-122 J	Elevations as Proposed (Sheet 3)
1224-123 H	Elevations as Proposed (Sheet 4)
1224-130 H	Sections
1224/A/100 K	Block A Ground Floor Plan
1224/A/101 K	Block A First Floor Plan
1224/A/102 J	Block A Second Floor Plan
1224/A/103 J	Block A Third Floor Plan
1224/A/104 J	Block A Fourth Floor Plan
1224/A/105 H	Block A Fifth Floor Plan
1224/A/106 B	Block A Roof Plan
1224/B/100 G	Block B Ground Floor Plan
1224/B/101 H	Block B First Floor Plan
1224/B/102 H	Block B Second Floor Plan
1224/B/103 H	Block B Third Floor Plan
1224/B/104 H	Block B Fourth Floor Plan
1224/B/105 G	Block B Fifth Floor Plan
1224/C/099 E	Block C Ground Floor Plan (sheet 1)
1224/C/100 G	Block C Ground Floor Plan (sheet 2)
1224/C/101 G	Block C Ground Floor Plan (sheet 3)
1224/C/102 J	Blocks B1 & C 1st Floor Plan
1224/C/103 H	Blocks B1 & C 1st Floor Plan
1224/C/104 J	Blocks B1 & C 2nd Floor Plan
1224/C/105 J	Blocks B1 & C 2nd Floor Plan
1224/C/106 H	Blocks B1 & C 3rd Floor Plan
1224/C/107 H	Blocks B1 & C 3rd Floor Plan
1224/C/108 H	Blocks B1 & C 4th Floor Plan
1224/C/109 H	Blocks B1 & C 4th Floor Plan
1224/C/110 H	Blocks B1 & C 5th Floor Plan
1224/C/111 H	Blocks B1 & C 5th Floor Plan
1224/C/112 H	Block C Sixth Floor Plan
1224/C/113 H	Block C Roof Plan

Reason:

For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in accordance with policies CS1, CS4, CS5, DM01 and DM02 of the Barnet Local Plan and policy 1.1 of the London Plan.

or remediation, unless and until details and appropriate samples of the materials to be used for the external surfaces of the buildings and hard surfaced areas shall have been submitted to and approved in writing by the Local Planning Authority. The Development shall thereafter be implemented in accordance with such details as so approved before the dwellings approved are occupied.

Reason:

To safeguard the character and visual amenities of the site and wider area and to ensure that the building is constructed in accordance with policies CS5 and DM01 of the Barnet Local Plan and policies 1.1, 7.4, 7.5 and 7.6 of the London Plan.

- 4 Notwithstanding the details submitted in the drawings otherwise hereby approved the development is not to commence unless and until details of the levels of the proposed buildings, roads, footpaths and other landscaped areas relative to adjoining land and any other changes proposed in the levels of the site associated with the works permitted by this permission shall have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with such details as so approved before the dwellings approved are occupied.

Reason:

To ensure that the development is carried out at suitable levels in relation to the highway and adjoining land having regard to drainage, gradient of access, the amenities of the area and neighbouring occupiers and the health of any trees or vegetation in accordance with policies DM01, DM04 and DM17 of the Barnet Local Plan and policies 7.2, 7.3, 7.4, 7.5, 7.6, 7.13 and 7.21 of the London Plan.

- 5 All 230 of the new residential units (use class C3) within the development hereby approved shall be constructed to meet and achieve the 'Lifetime Homes' standard and be retained as such thereafter.

Not less than 10% (23 in number) of the 230 residential units within the development hereby approved shall be built to achieve either wheelchair accessible housing standards or be easily adaptable to achieve wheelchair accessible standards.

Reason:

To ensure the development meets the needs of its future occupiers and to comply with the requirements of policies 3.8 and 7.2 of the London Plan.

- 6 Prior to the commencement of the development hereby approved an Energy Strategy detailing in full the measures that the scheme will incorporate to comply with the objectives of planning policies on climate change mitigation

and adaptation shall have been submitted to and approved in writing by the Local Planning Authority. All the measures identified in the approved Energy Strategy shall be implemented in full prior to the first occupation of the development.

Reason:

To ensure that the development is sustainable and in accordance with policies DM01 and DM02 of the Barnet Local Plan and policies 5.2 and 5.3 of the London Plan (2011).

- 7 The 230 residential units (use class C3) in the development hereby permitted shall all be constructed and occupied to achieve not less than Code Level 4 in accordance with the Code for Sustainable Homes (or the equivalent standard in such measure of sustainability for house design which may replace that scheme). Within 3 months of the first occupation of the residential units hereby approved formal certification shall be submitted in writing to the Local Planning Authority confirming that not less than a Code Level 4 has been achieved.

Reason:

To ensure that the development is sustainable and in accordance with policies DM01 and DM02 of the Barnet Local Plan and policies 5.2 and 5.3 of the London Plan.

- 8 The non-residential units (use classes B1, D1 and D2) within the development hereby approved shall all be constructed and occupied to achieve not less than a BREEAM rating of Excellent (or the equivalent standard in such measure of sustainability for commercial floorspace which may replace that scheme). Within 3 months of the first occupation of a non-residential unit in the development formal certification confirming that a standard of BREEAM Excellent has been achieved shall be submitted in writing to the Local Planning Authority.

Reason:

To ensure that the development is sustainable and in accordance with policies DM01 and DM02 of the Barnet Local Plan and policies 5.2 and 5.3 of the London Plan.

- 9 Prior to the commencement of the development hereby approved, details comprising a scheme of measures to enhance and promote biodiversity at the site as redeveloped shall be submitted the Local Planning Authority and approved in writing. The approved scheme of measures shall be implemented in full in accordance with the approved details before the first occupation of the development.

Reason:

To ensure that the development represent high quality design and meets the objectives of development plan policy as it relates to biodiversity in accordance with policies DM01 and DM16 of the Barnet Local Plan and policies 5.11 and 7.19 of the London Plan.

10

Part 1

Before development commences other than for investigative work:

- A contaminated land desktop study shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until these details are approved in writing by the Local Planning Authority.
- If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by, the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-
 - a risk assessment to be undertaken;
 - refinement of the Conceptual Model; and
 - the development of a Method Statement detailing the remediation requirements.

The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority prior to the commencement of the development.

- If the risk assessment and refined Conceptual Model indicate any risk of harm, a Method Statement detailing the remediation requirements, using the information obtained from the site investigation, and also detailing any post remedial monitoring to be carried out shall be submitted to and approved in writing by the Local Planning Authority prior to that remediation being carried out on site.

Part 2

Where remediation of contamination on the site is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority before the development is occupied.

Reason:

To ensure the development can be implemented and occupied with adequate regard for environmental and public safety and to comply with policy DM04 of the Barnet Local Plan.

- 11 No development shall take place 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 surface water drainage scheme submitted shall demonstrate how the surface water run-off generated up to and including the 100 year critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event and shall also include details showing a minimum 50% reduction in undeveloped surface water run-off rates. The surface water drainage scheme shall be implemented in full accordance with the approved details before the development is occupied.

Reason:

To ensure that the development provides appropriate drainage infrastructure and to comply with policy CS13 of the Barnet Local Plan and policies 5.13 and 5.14 of the London Plan.

- 12 The development hereby permitted shall not commence until a drainage strategy detailing all on and off site drainage works to be carried out in respect of the development has been submitted to and approved in writing by the Local Planning Authority. No foul, surface or ground water shall be discharged from the development hereby approved into the public sewer system until the drainage works identified in the approved strategy have been completed in their entirety.

Reason:

To ensure that the development provides appropriate drainage infrastructure and to comply with policy CS13 of the Barnet Local Plan and policies 5.13 and 5.14 of the London Plan.

- 13 The dwellings hereby approved shall have 100% of the water supplied to them by the mains water infrastructure provided through a water meter or water meters.

Reason:

To encourage the efficient use of water in accordance with policy CS13 of the Barnet Local Plan and policy 5.15 of the London Plan.

- 14 The only toilets to be installed in the development hereby approved shall be dual flush (6 to 4 litres) toilets and all taps fitted in the development shall be spray or flow restricted taps.

Reason:

To encourage the efficient use of water in accordance with policy CS13 of the Barnet Local Plan and policy 5.15 of the London Plan.

- 15 No development shall take place other than for investigative work in respect of land contamination until the applicant has secured the implementation of a programme of archaeological work, in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason:

To ensure that the archaeological heritage of the application site is properly investigated and any potential archaeological remains are recorded in accordance with policy DM06 of the Barnet Local Plan.

- 16 No site works or other works associated with this development shall be commenced before temporary tree protection measures to safeguard any trees on the site proposed for retention and any trees adjacent the application site have been erected in accordance with details that have been previously submitted to and approved in writing by the Local Planning Authority. The tree protection measures approved shall remain in place until after the development works are completed and no material or soil shall be stored within any of the protected areas during the works associated with this development.

Reason:

To safeguard the health of trees and ensure a satisfactory appearance to the development in accordance with DM01 of the Barnet Local Plan and policy 7.21 of the London Plan 2011.

- 17 Notwithstanding the details submitted and otherwise hereby approved, prior to the commencement of the development or any site works a detailed scheme of hard and soft landscaping and means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. The details of landscaping and means of enclosure submitted shall include but not be limited to the following:
- the position of any existing trees and hedges to be retained or removed;
 - details of all tree, hedge, shrub and other planting proposed as part of the scheme and all planting proposed for areas of green roof and other soft landscaped structures, including proposed species, plant sizes and planting densities;
 - means of planting, staking and tying of trees, including tree guards, and a detailed landscape maintenance schedule for regular pruning, watering and fertiliser use;
 - existing site contours and any proposed alterations to these such as earth mounding;
 - Details and specifications of all play features to be included within the landscaped areas.
 - details of all proposed hard landscape works, including proposed materials, samples and details of special techniques to minimise damage to retained trees and details of techniques

- to be used to provide conditions appropriate for new plantings;
- timing of planting;
- details of all proposed boundary treatments, fencing, gates or other means of enclosure to be erected at the site.

Reason:

To ensure a satisfactory appearance to the development and protect the amenities of the area and future and neighbouring occupiers in accordance with policies DM01 and DM02 of the Barnet Local Plan and policies 3.6 and 7.21 of the London Plan.

- 18 All work comprised in the approved scheme of hard and soft landscaping (submitted under condition 17) shall be carried out before the end of the first planting and seeding season following the first occupation of any part of the building or completion of the construction of the development, whichever is sooner, or in accordance with a landscaping implementation plan that has previously been submitted to the Local Planning Authority and approved in writing.

Reason:

To ensure a satisfactory appearance to the development and protect the amenities of the area and neighbouring occupiers in accordance with policy DM01 of the Barnet Local Plan and policy 7.21 of the London Plan.

- 19 Any existing tree or hedge shown to be retained or trees, hedges or shrubs to be planted as part of the approved landscaping scheme (submitted under condition 17) which are removed, die, become severely damaged or diseased within five years of the completion of development shall be replaced with trees or shrubs of appropriate size and species in the next planting season.

Reason:

To ensure a satisfactory appearance to the development and protect the amenities of the area and neighbouring occupiers in accordance with policy DM01 of the Barnet Local Plan and policy 7.21 of the London Plan.

- 20 The development hereby approved shall not be occupied unless and until a Landscape Management Plan, including details of the long term design objectives, management responsibilities and maintenance schedules for all areas of the site (other than for small private domestic spaces), shall have been submitted to the Local Planning Authority and approved in writing. The management of the landscaping at the site shall be carried out in accordance with the details in the approved Landscape Management Plan.

Reason:

To ensure a satisfactory appearance to the development and protect the amenities of the area and neighbouring occupiers in accordance with policy

DM01 of the Barnet Local Plan and policy 7.21 of the London Plan.

- 21 Notwithstanding the details shown on the plans otherwise hereby approved, prior to the first occupation of the development a scheme detailing all play equipment to be installed in the communal amenity spaces on the site shall be submitted to the Local Planning Authority and approved in writing. The development shall be implemented in full accordance with the details as approved prior to the first occupation of the development.

Reason:

To ensure that the development represents high quality design and to accord with policies DM01 and MM04 of the Barnet Local Plan and policy 3.6 of the London Plan.

- 22 No construction work in relation to the development hereby approved shall be carried out on the site at any time on Sundays, Bank or Public Holidays, before 8.00am or after 1.00pm on Saturdays, or before 8.00am or after 6.00pm on any other days.

Reason:

To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties in accordance with policies DM01 and DM04 of the Barnet Local Plan.

- 23 Before development commences, an air quality assessment report, written in accordance with the relevant current guidance, for the existing site and proposed development shall be submitted to and approved by the Local Planning Authority. The report submitted shall have regard to the air quality predictions and monitoring results from the Stage Four of the Authority's Review and Assessment, the London Air Quality Network and London Atmospheric Emissions Inventory.

Prior to the commencement of the development hereby permitted a scheme of the air pollution mitigation measures to be provided in the development to protect the amenities of future occupiers shall have been submitted to the Local Planning Authority and approved in writing. The approved scheme of air pollution mitigation measures shall be implemented in its entirety in the development constructed before the first occupation of the development.

Reason:

To ensure that the amenities of future occupiers are protected from the poor air quality in the vicinity and in accordance with policy DM04 of the Barnet Local Plan and policy 5.3 of the London Plan.

- 24 Prior to the commencement of the development a full scheme of the measures to be incorporated in the development to mitigate the impact of

noise from road and rail traffic and any other relevant sources of noise on the occupiers of the development shall be submitted to the Local Planning Authority and approved in writing. The scheme of measures submitted shall ensure that the levels of noise as measured within habitable rooms of the new dwellings hereby approved shall be no higher than 35dB(A) from 7am to 11pm and 30dB(A) in bedrooms from 11pm to 7am and the submission made shall include sufficient details and information to adequately demonstrate how these standards would be met. The development shall be implemented in full accordance with the approved scheme of noise mitigation measures in its entirety before the first occupation of the development.

Reason:

To ensure that the amenities of the occupiers of the development are not prejudiced by noise and to accord with policies DM04 of the Barnet Local Plan and 7.15 of the London Plan.

- 25 Prior to occupation of the development hereby approved, a detailed specification of any acoustic fencing to be erected as part of the development shall be submitted to the Local Planning Authority and approved in writing. Any acoustic fencing approved shall be fully implemented before the development hereby permitted is brought into use or occupied.

Reason:

To ensure that the proposed development does not prejudice the enjoyment of the occupiers of their home(s) in accordance with policies DM04 of the Adopted Barnet Development Management Policies DPD (2012) and 7.15 of the London Plan 2011.

- 26 Before the development hereby permitted commences on site, details of all extraction and ventilation equipment to be installed in the development shall be submitted to and approved in writing by the Local Planning Authority. Extraction and ventilation equipment shall be implemented at the development in accordance with the approved details before the first occupation of the site.

Reason:

To ensure that the proposed development does not prejudice the enjoyment or amenities of occupiers of adjoining residential properties in accordance with policies DM04 of the Barnet Local Plan and 7.15 of the London Plan.

- 27 The level of noise emitted from the plant installed as part of the development hereby approved shall meet a Rating level of at least 5dB(A) below the background level (in accordance with BS4142), as measured from any point 1 metre outside the window of any room of any noise sensitive neighbouring residential property. If the noise emitted has a

distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or distinct impulse (bangs, clicks, clatters, thumps), then it shall be at least 10dB(A) below the background level, as measured from any point 1 metre outside the window of any noise sensitive room of any neighbouring residential property.

Reason:

To ensure that the proposed development does not prejudice the amenities of occupiers of neighbouring properties in accordance with policies DM04 of the Barnet Local Plan and 7.15 of the London Plan.

- 28 Before development commences, a report shall be carried out by a competent acoustic consultant, submitted to the Local Planning Authority and approved in writing that assesses the likely noise impacts from the ventilation and extraction plant to be installed as part of the development. The report submitted shall also clearly set out the mitigation measures that will be provided in the development to reduce these noise impacts and to ensure the noise levels identified in condition 27 above are met.

The report submitted shall include all calculations and baseline data, and be set out so that the Local Planning Authority can fully audit the report and critically analyse the contents and recommendations. The noise mitigation measures identified in the approved report shall be implemented in their entirety before any of the units are occupied or the use of the site commences.

Reason:

To ensure that the amenities of neighbouring premises are protected from noise from the development in accordance with policies DM04 of the Barnet Local Plan and 7.15 of the London Plan.

- 29 The development shall be constructed so as to provide sufficient air borne and structure borne sound insulation against internally generated noise and vibration. This sound insulation shall ensure that the levels of noise generated from the proposed B1, D1 and D2 uses as measured within habitable rooms of the development shall be no higher than 35dB(A) from 7am to 11pm and 30dB(A) in bedrooms from 11pm to 7am.

A scheme of mitigation measures to achieve these noise standards shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development and the approved mitigation scheme shall be implemented in its entirety before any of the units are occupied or the use of the non-residential units commences.

Reason:

To ensure that the proposed development does not prejudice the amenities of potential future occupiers of the residential properties in accordance with policies DM04 of the Barnet Local Plan and 7.15 of the London Plan.

- 30 Prior to the first occupation of the development hereby approved full details and specifications of the windows within the new dwellings that are to be permanently glazed with obscured glass and fixed shut or provided with only a fanlight opening shall be submitted to the Local Planning Authority and approved in writing. Thereafter the development shall be implemented in full accordance with the approved details and specifications prior to the first occupation of the development and shall be permanently retained as such thereafter.

Reason:

To safeguard the privacy and amenities of occupiers of neighbouring residential properties and the future occupiers of the proposed residential dwellings in accordance with policies DM04 of the Adopted Barnet Development Management Policies DPD (2012).

- 31 Before the development hereby permitted is occupied or brought into use the car parking spaces shown on Drawing No. 1224/010 Rev. K and 1224/011 Rev. K shall be installed and provided and shall not be used for any purpose other than parking of vehicles in connection with the approved development.

Reason:

To ensure that adequate and satisfactory provision is made for the parking of vehicles in the interests of pedestrian and highway safety and the free flow of traffic in accordance with policies CS9 and DM17 of the Barnet Local Plan.

- 32 Before the development hereby permitted is occupied a Car Parking Management Plan detailing the allocation of car parking spaces, all on site parking controls and charges and enforcement measures to be put in place to deal with any unauthorised parking shall be submitted to and approved in writing by the Local Planning Authority. The development shall be managed in accordance with the approved Car Parking Management Plan from the first occupation of the building and thereafter.

Reason:

To ensure that parking is provided and managed at the development in the interests of highway and pedestrian safety and the free flow of traffic in the area and in accordance with policies CS9 and DM17 of the Barnet Local Plan.

- 33 Before the first occupation of the development hereby approved details showing suitable on-site parking and storage facilities for not less than 299 bicycles shall be submitted to the Local Planning Authority and approved in writing. The development shall be implemented in full accordance with the

details as approved before the development is occupied and be permanently retained as such thereafter.

Reason:

In the interests of promoting cycling as a mode of transport in accordance with Policies CS9 and DM17 of the Barnet Local Plan and Policy 6.13 of the London Plan.

34

No site works or works on this development including demolition or construction work shall commence until a Demolition and Construction Management and Logistics Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in full accordance with the details approved under this plan. The Demolition and Construction Management and Logistics Plan submitted shall include, but not be limited to, the following information:

- i. details of the routing of construction vehicles to the site, hours of access, access and egress arrangements within the site and security procedures;
- ii. site preparation and construction stages of the development;
- iii. details of provisions for recycling of materials, the provision on site of a storage/delivery area for all plant, site huts, site facilities and materials;
- iv. details showing how all vehicles associated with the construction works are properly washed and cleaned to prevent the passage to mud and dirt onto the adjoining highway;
- v. the methods to be used and the measures to be undertaken to control the emission of dust, noise and vibration arising from construction works;
- vi. a suitable and efficient means of suppressing dust, including the adequate containment of stored or accumulated material so as to prevent it becoming airborne at any time and giving rise to nuisance;
- vii. noise mitigation measures for all plant and processors;
- viii. details of contractors compound and car parking arrangements;
- ix. Details of interim car parking management arrangements for the duration of construction;
- x. Details of a community liaison contact for the duration of all works associated with the development.

Reason:

To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties and in the interests of highway and pedestrian safety in accordance with policies CS9, CS13, CS14, DM01, DM04 and DM17 of the Barnet Local Plan and policies 5.3, 5.18, 7.14 and 7.15 of the London Plan.

35

Before the development hereby permitted is occupied or brought into use a full Delivery and Servicing Plan shall be submitted to and agreed in writing

by the Local Planning Authority. The development be serviced and managed in accordance with the approved Servicing and Delivery Plan in perpetuity.

Reason:

In the interest of highway safety in accordance with London Borough of Barnet's Local Plan Policy CS9 of Core Strategy (Adopted) September 2012 and Policy DM17 of Development Management Policies (Adopted) September 2012.

36

Prior to occupation of the Class C3 residential units hereby approved a strategic level residential Travel Plan that has been prepared in accordance with all relevant technical and good practice guidance and that meets the requirements of the Transport for London document 'Travel planning for new development in London' and is ATTrBuTE and TRAVL compliant shall be submitted to and approved in writing by the Local Planning Authority. The submitted Travel Plan shall include the appointment of a Travel Plan Champion. The development shall be fully implemented, occupied and managed in accordance with the approved Travel Plan. The Travel Plan approved shall be implemented and enforceable in accordance with the agreement completed under section 106 of the Town and Country Planning Act (as amended) which accompanies this application and shall be reviewed in accordance with Transport for London's 'standardised approach to monitoring'.

Reason:

To encourage the use of sustainable forms of transport to the site and minimise transport impacts of the development in accordance with policies DM17 and CS9 of the Barnet Local Plan.

37

Prior to occupation of each respective non-residential unit hereby approved a local level commercial Travel Plan that has been prepared in accordance with all relevant technical and good practice guidance and that meets the requirements of the Transport for London document 'Travel planning for new development in London' and is ATTrBuTE and TRAVL compliant shall be submitted to and approved in writing by the Local Planning Authority. The submitted Travel Plans shall include the appointment of a Travel Plan Champion. The development shall be fully implemented, occupied and managed in accordance with the approved plans. The Travel Plans approved shall be implemented and enforceable in accordance with the agreement completed under section 106 of the Town and Country Planning Act (as amended) which accompanies this application and shall be reviewed in accordance with Transport for London's 'standardised approach to monitoring'.

Reason:

To encourage the use of sustainable forms of transport to the site and minimise transport impacts of the development in accordance with policies

DM17 and CS9 of the Barnet Local Plan.

- 38 Before the development hereby permitted is occupied full details of the electric vehicle charging points to be installed in the development shall have been submitted to the Local Planning Authority and approved in writing. These details shall include provision for not less than 20% of the approved parking spaces to be provided with electric vehicle charging facilities. The development shall be implemented in full accordance with the approved details prior to first occupation and thereafter be maintained as such.

Reason:

To ensure that the development makes adequate provision for electric vehicle charging points to encourage the use of electric vehicles in accordance with policy 6.13 of the London Plan.

- 39 Before the development hereby permitted is occupied full details of the disabled standard parking spaces to be provided as part of the development shall have been submitted to the Local Planning Authority and approved in writing. These details shall include provision for not less than twenty four of the approved parking spaces to be provided as disabled standard parking spaces. The development shall be implemented in full accordance with the approved details prior to first occupation and thereafter be maintained as such.

Reason:

To ensure that parking is provided so as to create an accessible environment for all and in accordance with policy 6.13 of the London Plan.

- 40 Notwithstanding the details shown in the plans submitted and otherwise hereby approved before the development hereby permitted is commenced full details of the highway works proposed to the Edgware Road and its junctions with adjoining roads to facilitate the development, including the proposed access into the application site and the junction with Dollis Hill Lane, shall be submitted to the Local Planning Authority and approved in writing. The highway works shall be completed in their entirety in accordance with the approved details before the development is occupied or brought into use.

Reason:

In the interest of highway safety in accordance with policies CS9 and DM17 of the Barnet Local Plan.

- 41 Notwithstanding the details submitted with the application, before the development hereby permitted is brought into use or occupied details of the:
- i. Enclosures, screened facilities and/or internal areas of the proposed buildings to be used for the storage of recycling containers, wheeled

refuse bins and any other refuse storage containers where applicable;

ii. satisfactory points of collection; and

iii. details of the refuse and recycling collection arrangements

shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented and the refuse and recycling facilities provided fully in accordance with the approved details before the development is occupied and the development shall be managed in accordance with the approved details.

Reason:

To ensure a satisfactory refuse and recycling facilities are provided at the development in accordance with policies CS5, CS9, CS14, DM01, DM04 and DM17 of the Barnet Local Plan.

- 42 Prior to the first occupation of the dwellings hereby approved full plans, details and specifications of all external lighting to be installed as part of the development shall be submitted to the Local Planning Authority and approved in writing. The development shall be implemented in full accordance with the approved details prior to the first occupation of the development and thereafter be maintained as such.

Reason:

To ensure that appropriate lighting is provided as part of the development in accordance with policy DM01 of the Barnet Local Plan and 5.3 of the London Plan.

- 43 Units 1, 2 and 3 on the ground floor of Block A and Unit 5 on the ground floor of Block B, as shown on approved plan number 1224/010 (revision K), shall only be occupied for uses falling within Class B1 of Town and Country Planning (Use Classes) Order 1987 (as amended) and shall not be occupied for any other use including any changes of use permitted by a development order made under Section 59 of the Town and Country Planning Act 1990 or any order revoking and re-enacting that Order.

Reason:

In the interests of the amenities of the occupiers of neighbouring residential properties and the re-provision of employment generating floorspace in accordance with policies DM01 and DM 14 of the Barnet Local Plan.

- 44 Unit 6 on the ground floor of Block B, as shown approved plan 1224/010 (revision K), shall only be used as a crèche and shall not be used for any other purpose, including any other purpose within Class D1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, with or without modification.

Reason:

To ensure the Local Planning Authority can retain control of the use of the unit within the use class specified to ensure that use of the premises does not prejudice the amenities of the future and neighbouring residential occupiers in accordance with policy DM01 of the Barnet Local Plan.

- 45 Unit 4 on the ground floor of Block A, as shown approved plan 1224/010 (revision K), shall only be used as a gym and shall not be used for any other purpose, including any other purpose within Class D2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, with or without modification.

Reason:

To ensure the Local Planning Authority can retain control of the use of the unit within the use class specified to ensure that use of the premises does not prejudice the amenities of the future and neighbouring residential occupiers in accordance with policy DM01 of the Barnet Local Plan.

- 46 The crèche hereby approved within Unit 6 on the ground floor of Block B, as shown on plan number 1224/010 (revision K), shall not be open to customers or staff before 7:30am or after 7pm from Monday through to Friday, before 10am or after 6pm on Saturdays and shall not be open at all on Sundays.

Reason:

To safeguard the amenities of future and neighbouring occupiers of residential properties in accordance with policy DM01 of the Barnet Local Plan.

INFORMATIVE(S):-

1. In accordance with Article 31 of the Town and Country Planning (Development Management Procedure) Order 2010, this informative summarises the local planning authority's reasons for granting planning permission for this development and the relevant development plan policies taken into account in this decision.

In summary, the Local Planning Authority considers that the proposed development should be permitted for the following reasons:

The existing site is currently vacant and has been for a significant period of time. It's re-development to provide new residential dwellings of the nature proposed,

that show a high quality design approach, relate acceptably to their neighbouring properties, are in keeping with the character of the area, do not cause any unacceptable harm to the amenities of the neighbouring properties and would provide their future occupiers with an acceptable standard of accommodation is considered to accord with policies that seek to optimise the use of sites such as this. The scheme is proposed at an appropriate density having regard to the London Plan Density Matrix and PTAL range for the site.

The application includes a number of measures to achieve a good standard in respect of sustainable design and construction. The new dwellings would all meet Code for Sustainable Homes Level 4.

The scheme provides an appropriate level of car parking on site for the number and type of new dwellings proposed. The scheme has been designed to provide appropriate and safe access for all users and would not result in any significant harm to the local road network.

The landscaping proposed for the site is considered to include an adequate balance of hard and soft surfaces, provides an appropriate setting for the buildings proposed and includes the planting of new trees. The development would result in the removal of the existing trees from the site. However, none of these are protected by a preservation order and it is considered that the replacement planting proposed provides adequate mitigation for the vegetation which would be lost in this instance.

A number of conditions and planning obligations have been recommended to ensure that the development achieves a suitable quality of residential environment, does not cause any unacceptable harm to the amenities of neighbouring occupiers, achieves the benefits that the submission advances in support of the scheme and mitigates any potential adverse impacts from the proposal. These are appropriate contributions in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010.

The current scheme is considered to have overcome the reasons for refusing the previous application at the site (in 2007). The application is found to propose a positive development that would comply with the relevant policies in the development plan and provides high quality new residential dwellings. As such it is considered that there are material planning considerations which justify the grant of planning permission.

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, the Council takes a positive and proactive approach to development proposals, focused on solutions. The Local Planning Authority has produced planning policies and written guidance to guide applicants when submitting applications. These are all available on the Council's website. A pre-application advice service is also offered. The Local Planning Authority has negotiated with the applicant and agent where necessary during the application process to ensure that the proposed development is in accordance with the Council's relevant policies and guidance. In this case formal pre-application advice was sought prior to submission of the application.

A summary of the development plan (London Plan 2011, Barnet Core Strategy 2012 and Development Management Policies DPD 2012) policies relevant to this decision is set below:

Barnet Core Strategy 2012:

CS NPPF (National Planning Policy Framework – Presumption in favour of sustainable development)
CS1 (Barnet's Place Shaping Strategy – Protection, enhancement and consolidated growth – The three strands approach)
CS3 (Distribution of growth in meeting housing aspirations)
CS4 (Providing quality homes and housing choice in Barnet)
CS5 (Protecting and enhancing Barnet's character to create high quality places)
CS7 (Enhancing and protecting Barnet's open spaces)
CS8 (Promoting a strong and prosperous Barnet)
CS9 (Providing safe, effective and efficient travel)
CS10 (Enabling inclusive and integrated community facilities and uses)
CS11 (Improving health and well being in Barnet)
CS12 (Making Barnet a safer place)
CS13 (Ensuring the efficient use of natural resources)
CS14 (Dealing with our waste)
CS15 (Delivering the Core Strategy)

Barnet Development Management Policies 2012:

DM01 (Protecting Barnet's character and amenity)
DM02 (Development standards)
DM03 (Accessibility and inclusive design)
DM04 (Environmental considerations for development)
DM08 (Ensuring a variety of sizes of new homes to meet housing need)
DM10 (Affordable housing contributions)
DM14 (New and existing employment space)
DM16 (Biodiversity)
DM17 (Travel impact and parking standards)

London Plan 2011 (set out by chapter):

Context and Strategy:

1.1 (Delivering the Strategic Vision and Objectives for London)

London's Places:

2.6 (Outer London: Vision and Strategy); 2.7 (Outer London: Economy); 2.8 (Outer London: Transport); and 2.18 (Green Infrastructure: the Network of Open and Green Spaces)

London's People:

3.1 (Ensuring Equal Life Chances for All); 3.2 (Improving Health and Addressing Health Inequalities); 3.3 (Increasing Housing Supply); 3.4 (Optimising Housing Potential); 3.5 (Quality and Design of Housing Developments); 3.6 (Children and Young People's Play and Informal Recreation Facilities); 3.8 (Housing Choice); 3.9 (Mixed and Balanced Communities); 3.10 (Definition of Affordable Housing); 3.11 (Affordable Housing Targets); 3.12 (Negotiating Affordable Housing on

Individual Private Residential and Mixed Use Schemes); 3.13 (Affordable Housing Thresholds); and 3.16 (Protection and Enhancement of Social Infrastructure)

London's Response to Climate Change:

5.1 (Climate Change Mitigation); 5.2 (Minimising Carbon Dioxide Emissions); 5.3 (Sustainable Design and Construction); 5.6 (Decentralised Energy in Development Proposals); 5.7 (Renewable Energy); 5.9 (Overheating and Cooling); 5.10 (Urban Greening); 5.11 (Green Roofs and Development Site Environs); 5.12 (Flood Risk Management); 5.13 (Sustainable Drainage); 5.14 (Water Quality and Wastewater Infrastructure); 5.15 (Water Use and Supplies); 5.17 (Waste Capacity); and 5.21 (Contaminated Land)

London's Transport:

6.1 (Strategic Approach); 6.3 (Assessing Effects of Development on Transport Capacity); 6.5 (Funding Crossrail and Other Strategically Important Transport Infrastructure); 6.9 (Cycling); 6.10 (Walking); 6.11 (Smoothing Traffic Flow and Tackling Congestion); 6.12 (Road Network Capacity); and 6.13 (Parking)

London's Living Places and Spaces:

7.1 (Building London's Neighbourhoods and Communities); 7.2 (Inclusive Environment); 7.3 (Designing Out Crime); 7.4 (Local Character); 7.5 (Public Realm); 7.6 (Architecture); 7.8 (Heritage Assets and Archaeology); 7.13 (Safety, Security and Resilience to Emergency); 7.14 (Improving Air Quality); 7.15 (Reducing Noise); 7.19 (Biodiversity and Access to Nature); and 7.21 (Trees and Woodlands)

Implementation, Monitoring and Review:

8.2 (Planning Obligations); and 8.3 (Community Infrastructure Levy)

2. In complying with the contaminated land condition parts 1 and 2:
 - a) Reference should be made at all stages to appropriate current guidance and codes of practice at August 2012 this would include:
 - 1) The Environment Agency CLR model procedures;
 - 2) BS10175:2011 Investigation of potentially contaminated sites – Code of Practice;
 - 3) The Environment Agency "Guiding principles for land contamination (GPLC)"; and
 - 4) Guidance for the safe development of housing on land affected by contamination, Environment Agency R&D Publication 66:2008.
 - b) Clear site maps should be included in the reports showing previous and future layouts of the site, potential sources of contamination, the locations of all sampling points, the pattern of contamination on site, and to illustrate the remediation strategy.
 - c) All raw data should be provided in a form that can be easily audited and assessed by the council (e.g. trial pit logs and complete laboratory analysis reports).

d) Details as to reasoning, how conclusions were arrived at and an explanation of the decisions made should be included. (e.g. the reasons for the choice of sampling locations and depths).

3. If the development is carried out it will be necessary for any existing redundant vehicular crossovers to be reinstated to footway level by the Highway Authority at the applicant's expense. You may obtain an estimate for this work from the Chief Highways Officer, Building 4, North London Business Park (NLBP), Oakleigh Road South, London N11 1NP.
4. The applicant must submit a separate application under Section 184 of the Highways Act (1980) for the proposed vehicular access which will need to be constructed as a heavy duty access. The proposed access design details, construction and location will be reviewed by the Development Team as part of the application. Any related costs for alterations to the public highway layout that may become necessary, due to the design of the onsite development, will be borne by the applicant. To receive a copy of our Guidelines for Developers and an application form please contact: Traffic & Development Section – Environment, Planning and Regeneration Directorate, London Borough of Barnet, North London Business Park (NLBP) Building 4, Oakleigh Road South, London N11 1NP.
5. The London Plan promotes electric vehicle charging points with 20% active and 10% passive provision and charging points should be provided in accordance with this policy. The parking layout should include provision of electric charging points for all elements of the development.
7. You are advised to engage a qualified acoustic consultant to advise on the scheme, including the specifications of any materials, construction, fittings and equipment necessary to achieve satisfactory internal noise levels in this location.

In addition to the noise control measures and details, the scheme needs to clearly set out the target noise levels for the habitable rooms, including for bedrooms at night, and the levels that the sound insulation scheme would achieve.

The council's supplementary planning document on Sustainable Design and Construction requires that dwellings are designed and built to insulate against external noise so that the internal noise level in rooms does not exceed 30dB(A) expressed as an Leq between the hours of 11.00pm and 7.00am, nor 35dB(A) expressed as an Leq between the hours of 7.00am and 11.00pm (Guidelines for Community Noise, WHO). This needs to be considered in the context of room ventilation requirements

The details of acoustic consultants can be obtained from the following contacts:
a) Institute of Acoustics and b) Association of Noise Consultants.

The assessment and report on the noise impacts of a development should use methods of measurement, calculation, prediction and assessment of noise levels and impacts that comply with the following standards, where appropriate: 1) BS

7445 (1991) Pts 1, 2 & 3 (ISO 1996 pts 1-3) - Description and & measurement of environmental noise; 2) BS 4142:1997 - Method of rating industrial noise affecting mixed residential and industrial areas; 3) BS 8223: 1999 - Sound insulation and noise reduction for buildings: code of practice; 4) Department of transport: Calculation of road traffic noise (1988); 5) Department of transport: Calculation of railway noise (1995); 6) Department of transport : Railway Noise and insulation of dwellings.

8. The Air Quality Stage 4 Review and Assessment for the London Borough of Barnet has highlighted that this area currently experiences or is likely to experience exceedances of Government set health-based air quality standards. A list of possible options for mitigating poor air quality is as follows: 1) Use of passive or active air conditioning; 2) Use of acoustic ventilators; 3) Altering lay out – habitable rooms away from source of poor air quality; 4) Non residential usage of lower floors; 5) Altering footprint – setting further away from source of poor air quality.

For developments that require an Air Quality report; the report should have regard to the air quality predictions and monitoring results from the Stage Four of the Authority's Review and Assessment available from the LPA web site and the London Air Quality Network. The report should be written in accordance with the following guidance: 1) NSCA Guidance: Development Control: Planning for Air Quality and the Planning Policy Statement 23: Planning and Pollution Control; 2) Environment Act 1995 Air Quality Regulations, Planning Policy Statement 23: Planning and Pollution Control, Annex 1: Pollution Control, Air and Water Quality; 3) Local Air Quality Management Technical Guidance LAQM.TG(03); 4) London Councils Air Quality and Planning Guidance, revised version January 2007.

9. It is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. Where a developer proposes to discharge water to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.
10. The Mayor of London introduced a Community Infrastructure Levy on 1st April 2012 setting a rate of £35 per sqm on all 'chargeable development' in Barnet. Your planning application has been assessed to require a charge of £816,585.

This will be recorded to the register of Local Land Charges as a legal charge upon your site should you commence development. This Mayoral CIL charge will be passed across to Transport for London to support Crossrail, London's highest infrastructure priority.

If Affordable Housing Relief or Charitable Relief applies to your development then this may reduce the final amount you are required to pay; such relief must be applied for prior to commencement of development using the 'Claiming

Exemption or Relief' form available from the Planning Portal website:
www.planningportal.gov.uk/cil

You will be sent a 'Liability Notice' that will provide full details of the charge and to whom it has been apportioned for payment. If you wish to identify named parties other than the applicant for this permission as the liable party for paying this levy, please submit to the Council an 'Assumption of Liability' notice, this is also available from the Planning Portal website.

The Community Infrastructure Levy becomes payable upon commencement of development. You are required to submit a 'Notice of Commencement' to the Council's CIL Team prior to commencing on site, and failure to provide such information at the due date will incur both surcharges and penalty interest. There are various other charges and surcharges that may apply if you fail to meet statutory requirements, such requirements will all be set out in the Liability Notice you will receive.

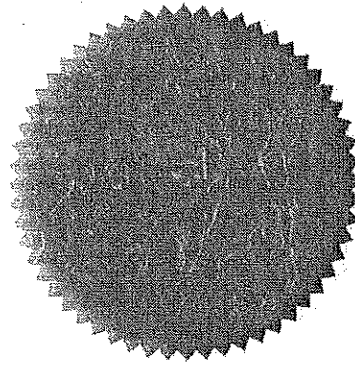
If you fail to receive a 'Liability Notice' from the Council within 1 month of this grant of planning permission, please contact us: cil@barnet.gov.uk.

Date of Decision:

Signed:

**Acting for Joe Henry
Acting Assistant Director of Planning and Development Management**

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

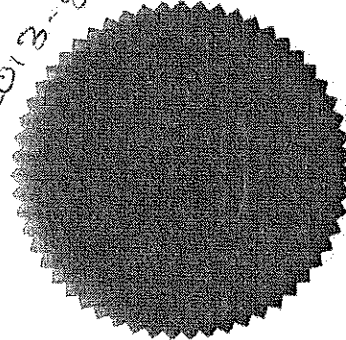



Assurance Director

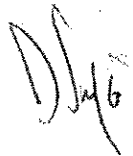

Head of Governance

EXECUTED AS A DEED by)
A2 DOMINION HOMES LIMITED)
acting by:-)

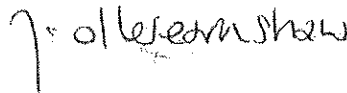
2013-05-28



Director
Print Name:



Director/Secretary
Print Name:



Authority for Sealing	PLANNING + Environment Committee held on 28 th March 2013	
Ministers Consent	Consent or _____ obtained	
Consent by Local Authorities	DATE	OFFICERS INITIALS
Full Council Resolution		
File No.	PAR PH031-89.	

DATED 29 April 2013

BETWEEN:

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET
- and -

A2 DOMINION HOMES LIMITED

AGREEMENT

made pursuant to Section 106 of the Town and
Country Planning Act 1990 and associated powers
relating to the development of land at Former
Parcelforce Depot

Jessica Farmer
Head of Legal Practice
For Joint Legal Services for Barnet and
Harrow Councils
Harrow Council
PO Box 2
Civic Centre
Station Road
Harrow HA1 2UH
DX 30450 Harrow 3