

**DATED** 29 October **2020**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET**

**and**

**EPILEUM PROPERTY LIMITED**

---

**DEED OF PLANNING OBLIGATION**

made pursuant to Section 106 of the Town and Country Planning Act 1990  
and all enabling powers relating to the development of land at  
290-294 Golders Green Rd London NW11 9PY  
in the London Borough of Barnet

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HB Public Law  
PO Box 2  
Civic Centre  
Harrow, Middlesex  
HA1 2UH  
DX 30450 HARROW 3

**Ref: KB/EBAC-PH001-059904**

THIS DEED is made the 29th day of October

2020

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, London NW9 4EW ("**the Council**"); and
- (2) **EPILEUM PROPERTY LIMITED** (Company Registration Number: 12433055) ) with registered office at 11 Merus Court, Meridian Business Park, Leicester, Leicestershire, United Kingdom, LE19 1RJ ("**the Owner**").

**WHEREAS:-**

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by which the obligations in this Deed are enforceable.
- (B) The Owner is the proprietor of the freehold interest in the Land registered at HM Land Registry under title numbers NGL54198 and AGL174853.
- (C) The Application has been made to the Council this having been approved at the Council's Planning Committee on 01 September 2020.
- (D) The Council considers it expedient in the interests of the proper planning of its area and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.

- (E) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (F) The Parties have therefore agreed to enter into this Deed to secure the planning obligations with the intention that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming title through under or in trust for them unless as otherwise specified in this Deed.

**NOW THIS DEED WITNESSES as follows:-**

## **1 INTERPRETATION**

- 1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings: -

<b>“the 1990 Act”</b>	means the Town and Country Planning Act 1990 (as amended)
<b>“Affordable Housing”</b>	means housing designed to meet the needs of eligible households whose incomes are not sufficient to allow them to access appropriate housing on the open market and which is to be made available to persons in Housing Need nominated by the Council

<b>"Affordable Housing Contribution"</b>	means the sum of £640,000 (six hundred and forty thousand pounds)
<b>"Additional Affordable Housing Contribution"</b>	means 50% (fifty per cent) of any positive sum capped at £100,000 (one hundred thousand pounds) calculated in accordance with the Review Mechanism contained in Part C of Schedule 4 to this Deed which is to be paid by the Owner to the Council in accordance with that schedule to be used by the Council for the provision of Affordable Housing within the Council's administrative area
<b>"Affordable Rent"</b>	means rent charged that is subject to rent controls and in accordance with government guidance on affordable rents and the Councils Housing Strategy and Affordable Housing Supplementary Planning Document
<b>"Application"</b>	means the application made by the Owner for planning permission to carry out the Development on the Land validated by the Council on 03 January 2020 and bearing reference number 19/6857/FUL

**"Carbon Offset  
Contribution"**

means the sum of £150,696 (one hundred and fifty thousand six hundred and ninety six pounds) Index-Linked to be paid by the Owner to the Council as a contribution towards meeting the costs of the Mayor of London's carbon reduction projects in accordance with the London Plan.

**"Commencement of  
Development"**

means commencement of the Development by the undertaking of a material operation as defined by section 56(4) of the 1990 Act  
**PROVIDED ALWAYS THAT:**

(a) construction of temporary boundary fencing or hoardings;

(b) temporary diversion of highways;

(c) noise attenuation works;

(d) works of site clearance; and

(e) temporary display of advertisements

shall not be taken to be a material operation for the purposes of this Deed and

**"Commence Development",**

**"Commencement" "Commenced" and**

**"Commences"** shall be construed accordingly

**"Deed"**

means this Agreement

<b>“Determining Surveyor”</b>	means an independent and reputable chartered surveyor registered with the Royal Institution of Chartered Surveyors who is suitably qualified to assess whether an Additional Affordable Housing Contribution is payable and if so the quantum for the said contribution
<b>“Development”</b>	means erection of a part two, part four, part five, part six storey building with lower ground floor and basements providing 111 residential flats, associated car and cycle parking, refuse and recycling provision, landscaping and associated other works with access from Golders Green Road as more particularly described in the Application and associated documentation
<b>“Disposal”</b>	means completion of a lease of a Residential Unit whether or not preceded by an agreement for lease and <b>“Dispose”</b> shall be construed accordingly
<b>“Gross Development Value”</b>	means the ‘Total Revenue’ sum of £72,070,000 (seventy two million and seventy thousand pounds) referred to on page 15 of the Initial Appraisal
<b>“Highway Works”</b>	means modifying an existing crossover; closing two crossovers reinstating them to the footway; providing additional “pay and display” on release of additional kerbside space as identified on the Highway Works Plan

**“Highway Works Plan”**

means Plan referenced  
0615\_X\_HWP(00)01\_XX attached to this  
Deed at Schedule 2

**“Housing Need”**

(a) in relation to an Affordable Rented unit the  
requirement by a person for social housing  
allocation because the person is homeless or  
the dwelling the person lives in is  
overcrowded or under-occupied or in need of  
renovation or is unfit for human habitation or  
for any other such reason as the Council  
deems constitute circumstances in which it is  
unreasonable for that person to continue  
occupying such dwelling; and

(b) in relation to a Shared Ownership unit the  
requirement by a person to be granted a  
Shared Ownership Lease because the  
person's income is insufficient to enable them  
rent or buy housing available locally on the  
open market determined with regard to local  
incomes and local house prices

**“Independent Expert”**

means a Determining Surveyor

- (i) acting as an expert and not as an arbitrator
- (ii) owing an equal duty of care to the Owner and to the Council but acting at the Owner's expense
- (iii) within fifteen (15) Working Days after his appointment reviewing the Schedule provided by the Owner under Part C of Schedule 4 to this Deed and providing his written confirmation of his determination of the Additional Affordable Housing Contribution to be paid by the Owner to the Council

**“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

<b>"Index-Linked"</b>	<p>means the product (if any) of the amount of the contributions payable under this Deed multiplied by A and divided by B where :-</p> <p>"A" is the most recently published figure for an Index prior to the date of the payment; and</p> <p>"B" is the most recently published figure for that Index at the date of this Deed</p>
<b>"Initial Appraisal"</b>	the financial appraisal prepared by GVA (20 June 2016) as part of the Application
<b>"Interest"</b>	means interest at four percent (4%) above the base lending rate of the Co-operative Bank Plc or such other bank as the Council uses from time to time
<b>"iTRACE"</b>	means an online tool that supports the development and monitoring of travel plans in London
<b>"Land"</b>	means the land known as 290-294 Golders Green Road, London NW11 9PY within which the Development is to take place and against which the obligations in this Deed are to be enforced shown for the purpose of identification only edged red on Plan 1
<b>"Monitoring Contribution"</b>	<p>means the sum of £3875 (three thousand eight hundred and seventy five pounds)</p> <p>Index-Linked being a contribution towards the Council's costs of monitoring the planning obligations in this Deed</p>

<b>"Occupation"</b>	means occupation of the Land or any of the Residential Units or buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and "Occupy" and "Occupied" and "Occupiers" shall be construed accordingly
<b>"Plan 1"</b>	means the plan attached to this Deed at Schedule 1
<b>"Planning Permission"</b>	means the planning permission for the Development to be granted by the Council pursuant to the Application a draft of which is attached at Schedule 3
<b>"Residential Travel Plan"</b>	<p>means a travel plan statement including inter alia a site assessment, travel surveys, objectives, targets, measures, management, monitoring, an action plan, how compliance is to be secured and/or enforced relating to the Residential Units which:-</p> <ul style="list-style-type: none"> <li>(a) meets the requirements of Transport for London (TfL) Travel Plan guidance updated in 2013 and shown on the Transport for London Website;</li> <li>(b) is iTRACE compliant;</li> <li>(c) and fulfils the criteria set out in Part D of Schedule 4 to this Deed</li> </ul>

<b>“Residential Travel Plan Champion”</b>	means a suitably qualified person appointed by the Owner who shall be responsible for implementing monitoring progress reporting and reviewing the Residential Travel Plan in order to ensure that the Residential Travel Plan achieves its objectives and targets
<b>“Residential Travel Plan Monitoring Contribution”</b>	means the sum of £5,000 (five thousand pounds) Index-Linked to be paid by the Owner to the Council as a contribution towards the Council's costs of monitoring the Residential Travel Plan.
<b>“Residential Travel Plan Review”</b>	means a review of the provisions of the Residential Travel Plan to ascertain whether the travel plan is meeting its stated objectives and targets including a summary of the implemented measures, any revised objectives targets and action plans required to give effect to the objectives and targets of the Residential Travel Plan
<b>Residential Travel Plan Welcome Pack”</b>	means a pack containing among other things a summary of the Residential Travel Plan together with details of the local cycling and walking network, information on public transport including routes and current timetables for local bus and rail services

**“Residential Units”**

means the 111 (one hundred and eleven) dwellings to be constructed as part of the Development

**“Schedule”**

means a document

- (a) updating the ‘Market Housing’ ‘Car Parking’ and ‘Ground Rent’ assumptions in the Initial Appraisal (page 15) with actual and where applicable estimated ‘Market Housing’ ‘Car parking’ and ‘Ground Rent’ values as applicable
- (b) which will be supported by certified copies of sales contracts; and best estimates of revenues yet to be received and any other evidence reasonably required by the Council to show any actual or re-estimated ‘Total Revenue’ information (page 15 of Initial Appraisal) in relation to the Development ; and
- (c) a solicitor’s certification confirming the Disposal of the Residential Units were to the best of the solicitor’s knowledge at arms length third party bona fide transactions; and
- (i) not designed to reduce the revenue received from sales of the

Residential Units;

- (ii) or confined to transactions between the Owner and subsidiary or linked companies of the Owner;
- (iii) or comprising transactions between the Owner and its employees; or
- (iv) or comprising transactions including deferred consideration coverage or loans or finance deals from the Owner; and

(d) any further information the Council acting reasonably requires

**"Shared Ownership"**

means a form of Affordable Housing whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership unit of not less than 25% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership unit up to 100%

**"Shared Ownership Lease"**

means a lease which accords with the Homes and Communities Agency model form of lease issued from time to time

**"Statutory Undertaker"**

means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995

**“Working Day”** means any day excluding Saturdays, Sundays and any bank holidays in England and **“Working Days”** shall be construed accordingly

**1.2 In this Deed:-**

- 1.2.1 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
- 1.2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Deed
- 1.2.3 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed
- 1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa
- 1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 1.2.6 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction
- 1.2.7 Covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated

1.2.8 Reference to any party to this Deed shall include the successors in title to that party and in the case of the Council shall mean the London Borough of Barnet acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and its successor to its respective statutory functions

## **2 STATUTORY AUTHORITY AND ENFORCEABILITY**

This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of Section 106 and are (subject to the terms of this Deed) enforceable by the Council not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).

## **3 EFFECT AND CONDITIONALITY OF THIS DEED**

This Deed is conditional and shall become binding upon its execution unless otherwise specifically stated herein.

## **4 THE OWNER AND COUNCIL COVENANTS and OBLIGATIONS**

- 4.1 The Owner covenants with the Council to perform the obligations set out in Schedule 4 to this Deed.
- 4.2 The Owner covenants to pay on or before completion of this Deed the Council's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.
- 4.3 The Council covenants with the Owner to perform the obligations set out in Schedule 5 to this Deed

## **5 EXCLUSIONS**

5.1 This Deed shall not bind or be enforceable against

5.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest

5.1.2 the individual owners or Occupiers of the Residential Units;

5.1.3 any successors in title to the persons categorised in clauses 5.1.2; and

5.1.4 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services

## **6 DETERMINATION OF THE PLANNING PERMISSION**

6.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is declared that this Deed shall cease to have any further effect in the event that:-

6.1.1 the Planning Permission shall lapse without having been implemented; or

6.1.2 the Planning Permission shall be revoked; or

6.1.3 if the Owner shall before Commencement of Development implement any subsequent planning permission on the Land which precludes implementation of the Planning Permission in accordance with its terms; or

6.1.4 if the Planning Permission is quashed on judicial review without being thereafter re- granted by the Council

6.2 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission

**7      CONSENT AND GOOD FAITH IN RELATION TO THIS DEED**

It is hereby declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from the Owner under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing

**8      VERIFICATION AND ENFORCEMENT**

The Owner 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 under this Deed has been performed or observed **SUBJECT TO** compliance by the Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice

**9      POWERS OF THE COUNCIL**

It is declared and agreed by the Owner that nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force

**10     WAIVER**

It is declared and agreed by the Owner that no waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants terms conditions undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and that no such waiver shall prevent the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting up on any subsequent breach or default in respect thereof by the Owner

## **11 SEVERABILITY**

- 11.1 Each clause sub-clause schedule or paragraph in this Deed 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
- 11.2 If any provision in this Deed is held to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

## **12 CHANGE OF OWNERSHIP**

- 12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land
- 12.2 The Owner covenants to give the Council immediate written notice of any change in ownership of any of its legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) PROVIDED ALWAYS THAT the Owner shall not be required to give any such notice to the Council where the new owner is an individual owner occupier or tenant of any of the Residential Units or the new owner is a mortgagee or chargee of such individual owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

### **13 INTEREST ON LATE PAYMENT**

The Owner agrees and declares that if payment of any sum referred to in this Deed becomes due and remains unpaid then the Owner shall pay the Council Interest on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

### **14 THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms PROVIDED ALWAYS THAT nothing in this Deed shall prevent any successors in title to any of the Parties from being able to benefit or to enforce the provisions of this Deed (and in the case of the Council) the successor to its respective statutory functions.

### **15 REGISTRATION OF THIS DEED**

The Owner consents to the registration of this Deed as a local land charge in the Register of Local Land Charges maintained by the Council.

### **16 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

**IN WITNESS** of which this Deed has been executed by the Parties as a deed and delivered on the day and year first above written.

## **SCHEDULE 1**

### **Plan 1**

### Edge Boundary

1

10

12.19 **Feeding Behaviour**

4

5

Green Road

1

## Action Plan

1

2

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Galileo

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2011

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1-800-762-2264

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**STUDY 2: A Preliminary Study of the Effect of a 10-Week Program on the Self-Confidence of Children with Attention Deficit Hyperactivity Disorder**

### References

0202260000

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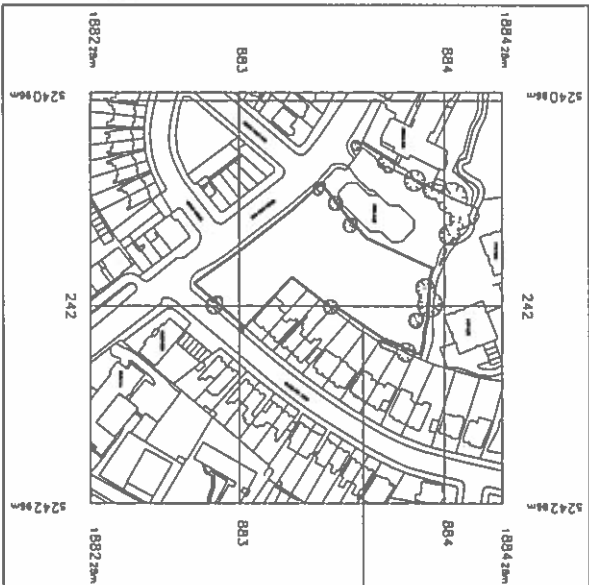
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No. IN SEAL  
 REGISTER  
 41/5519

Ordnance Survey<sup>®</sup>  
OS Sitemap<sup>™</sup>

### Site Boundary

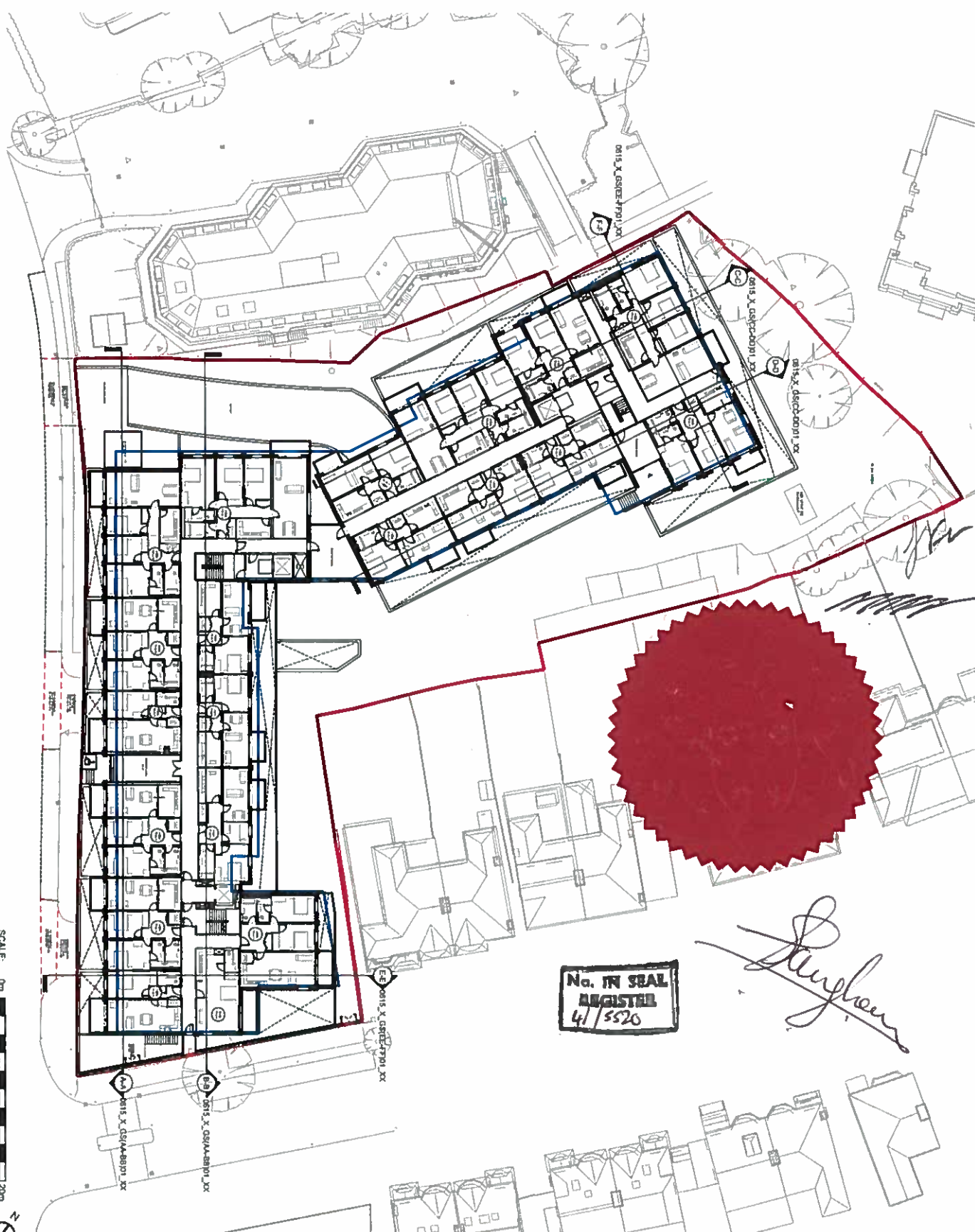


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1 Location Plan  
Scale: 1 : 1250

**SCHEDULE 2**  
**Highway Works Plan**

SCALE: 0m 20m



Na. IN SEAL  
REGISTER  
41/5520

~~Langhans~~

**SCHEDULE 3**  
**Draft Decision Notice**

Planning and Building Control  
2 Bristol Avenue, Colindale, London, NW9 4EW  
Contact Number: 0208 359 6039

Neel Khirya  
Excelsior Project Management Ltd  
Sovereign House  
1 Albert Place  
N3 1QB

Application Number: **19/6857/FUL**  
Registered Date: 3 January 2020

## **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:**

**Erection of a part two, part four, part five, part six storey building with lower ground floor and basements providing 111 residential flats, associated car and cycle parking, refuse and recycling provision, landscaping and associated other works with access from Golders Green Road**

**At: 290 - 294 Golders Green Road, London, NW11 9PY,**

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

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

0615\_X\_GA(LC)01\_XX (Site Location Plan)  
0615\_X\_GA(BA)01\_XX C (Proposed - Basement Floor Plan)  
0615\_X\_GA(MZ)01\_XX C (Proposed Basement Mezzanine Floor Plan)  
0615\_X\_GA(LG)01\_XX C (Proposed - Lower Ground Floor Plan)  
0615\_X\_GA(00)01\_XX C (Proposed - Ground Floor Plan)  
0615\_X\_GA(01)01\_XX C (Proposed - First Floor Plan)  
0615\_X\_GA(02)01\_XX C (Proposed - Second Floor Plan)  
0615\_X\_GA(03)01\_XX C (Proposed - Third Floor Plan)  
0615\_X\_GA(04)01\_XX C (Proposed - Fourth Floor Plan)  
0615\_X\_GA(05)01\_XX C (Proposed - Fifth Floor Plan)  
0615\_X\_GA(RF)01\_XX B (Proposed - Roof Plan)  
0615\_X\_GE(AA-BB)01\_XX C (Elevation AA-BB)  
0615\_X\_GE(AA-EE)01\_XX A (Street Scenes)  
0615\_X\_GE(CC-DD)01\_XX C (Elevation CC-DD)  
0615\_X\_GE(EE-FF-GG)01\_XX C (Elevation EE-FF-GG)  
0615\_X\_GS(AA-BB)01\_XX C (Section AA-BB)  
0615\_X\_GS(CC-DD)01\_XX C (Section CC-DD)

0615\_X\_GS(EF-FF)01\_XX C (Section EF-FF)  
1094 A3 02 B (Detailed Planting Proposals)

Accommodation Schedule Rev.E, Anyo (Dated 20.12.2019)  
Acoustic Assessment Report, RBA Acoustics Ltd (dated 13.12.2019)  
Air Quality Assessment 1.0, Temple Group Ltd (dated 03.02.2020)  
Arboricultural Implications Assessment, Broad Oak Tree Consultants Limited (dated 23.12.2019)  
Energy and Sustainability Strategy, MWL (dated February 2020)  
Flood Risk Assessment, Herrington Consulting Limited (December 2019)  
Landscape Management Plan Rev A, Liz Lake Associates (Dated December 2019)  
Phase 1 Preliminary Risk Assessment (Desk Study, Soil Consultants Ltd (dated 11.04.2019)  
Planning Statement and Design and Access Statement, Henry Planning  
Planning Viability Assessment, Avison Young (dated 03.02.2020)  
Preliminary Ecological Assessment, green shoots ecology (dated December 2019)  
Transport Assessment, Paul Mew Associates (dated December 2019)  
Travel Plan, Paul Mew Associates (dated December 2019)  
Utilities Statement, MWL (dated December 2019)  
Ventilation Strategy, MWL (dated December 2019)

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 plans as assessed in accordance with Policies CS NPPF and CS1 of the Local Plan Core Strategy DPD (adopted September 2012) and Policy DM01 of the Local Plan Development Management Policies DPD (adopted September 2012).

- 2 This development must be begun within three years from the date of this permission.

Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

- 3 a) No development shall take place until details of the levels of the building(s), road(s) and footpath(s) in relation to the adjoining land and highway(s) and any other changes proposed in the levels of the site have been submitted to and approved in writing by the Local Planning Authority.

b) The development shall thereafter be implemented in accordance with the details as approved under this condition and retained as such thereafter.

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 safety and amenities of users of the site, the amenities of the area and the health of any trees or vegetation in accordance with policies CS NPPF, CS1, CS5 and CS7 of the Local Plan Core Strategy (adopted September 2012), Policies DM01, DM04 and DM17 of the Development Management Policies DPD (adopted September 2012), and Policies 7.4, 7.5, 7.6 and 7.21 of the London Plan 2016.

- 4 a) Before the relevant part of the works are begun, details of the materials to be used for the external surfaces of the building(s) and hard surfaced areas hereby

approved have been submitted to and approved in writing by the Local Planning Authority.

b) The development shall thereafter be implemented in accordance with the materials as approved under this condition.

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 CS NPPF and CS1 of the Local Plan Core Strategy (adopted September 2012), Policy DM01 of the Development Management Policies DPD (adopted September 2012) and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan 2016.

5 a) No development or site works shall take place on site until a 'Demolition and Construction Management and Logistics Plan' has been submitted to and approved in writing by the Local Planning Authority. The Demolition and Construction Management and Logistics Plan submitted shall include, but not be limited to, the following:

- 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.

For major sites, the Statement shall be informed by the findings of the assessment of the air quality impacts of construction and demolition phases of the development.

b) The development shall thereafter be implemented in accordance with the measures detailed within the statement.

Reason: In the interests of highway safety, noise and good air quality in accordance with Policies DM04 and DM17 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD (adopted October 2016) and Policies 5.21, 5.3, 5.18, 7.14 and 7.15 of the London Plan (2016).

approved have been submitted to and approved in writing by the Local Planning Authority.

b) The development shall thereafter be implemented in accordance with the materials as approved under this condition.

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 CS NPPF and CS1 of the Local Plan Core Strategy (adopted September 2012), Policy DM01 of the Development Management Policies DPD (adopted September 2012) and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan 2016.

- 5 a) No development or site works shall take place on site until a 'Demolition and Construction Management and Logistics Plan' has been submitted to and approved in writing by the Local Planning Authority. The Demolition and Construction Management and Logistics Plan submitted shall include, but not be limited to, the following:
- 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.

For major sites, the Statement shall be informed by the findings of the assessment of the air quality impacts of construction and demolition phases of the development.

b) The development shall thereafter be implemented in accordance with the measures detailed within the statement.

Reason: In the interests of highway safety, noise and good air quality in accordance with Policies DM04 and DM17 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD (adopted October 2016) and Policies 5.21, 5.3, 5.18, 7.14 and 7.15 of the London Plan (2016).

- 6 Notwithstanding the parking layout submitted with the planning application, prior to the practical completion of the entire approved development; a revised parking layout plan showing the exact dimensions of the existing/proposed crossovers and proposed off-street parking space in the development shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the off-street parking space shall be used only as agreed and not to be used for any purpose other than the parking and turning of vehicles in connection with 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 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.

- 7 Prior to the first occupation of the approved development, details of cycle parking including the type of stands, gaps between stands, location of cycle parking and type of store proposed shall be submitted to and approved in writing by the Local Authority. Thereafter, before the development hereby permitted is occupied, at least 167 (long stay) and 3 (short stay) cycle parking spaces in accordance with the London Plan Cycle Parking Standards and London Cycle Design Standards shall be 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 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.

- 8 Prior to the commencement of development (including demolition, site clearance and ground works), a Stage 1 and Stage 2 Road Safety Audit shall be undertaken in relation to the proposed car park and access on Golders Green Road. The results of the audit shall be submitted to and approved in writing by the Local Planning Authority. Any necessary works identified within the audit shall thereafter be fully implemented prior to the first occupation of any part of the development.

Reason: In the interest of highway/pedestrian 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.

- 9 Prior to occupation of the development full details of the electric vehicle charging points to be installed in the development shall have been submitted to and approved in writing by the Local Planning Authority. These details shall include provision for not less than 20% of the approved residential parking spaces to be provided with active electric vehicle charging facilities and 20% passive electrical charging facility.

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.

- 10 a) Notwithstanding the details submitted with the application and otherwise hereby approved, prior to the first occupation of the approved development, details of (i) A Refuse and Recycling Collection Strategy, which includes details of the collection arrangements and whether or not refuse and recycling collections would be carried out by the Council or an alternative service provider, (ii) Details of the enclosures, screened facilities and internal areas of the proposed building to be used for the storage of recycling containers, wheeled refuse bins and any other refuse storage containers where applicable, and (iii) Plans showing satisfactory points of collection for refuse and recycling, have been submitted to and approved in writing by the Local Planning Authority.

b) The development shall be implemented and the refuse and recycling facilities provided in full accordance with the information approved under this condition before the development is first occupied and the development shall be managed in accordance with the information approved under this condition in perpetuity once occupation of the site has commenced.

Reason: To ensure a satisfactory appearance for the development and satisfactory accessibility; and to protect the amenities of the area in accordance with Policy CS14 of the Local Plan Core Strategy (adopted September 2012), Policy DM01 of the Development Management Policies DPD (adopted September 2012) and the Sustainable Design and Construction SPD (adopted October 2016).

- 11 Prior to the practical completion of the entire approved development, a Car Park 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 in perpetuity thereafter.

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

- 12 a) Prior to the commencement of above ground works, a noise assessment, carried out by an approved acoustic consultant, which assesses the likely impacts of noise on the development and measures to be implemented to address its findings has been submitted to and approved in writing by the Local Planning Authority. The report 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 content and recommendations

b) The measures approved under this condition shall be implemented in their entirety prior to the commencement of the use/first occupation of the development and retained as such thereafter.

Reason: To ensure that the amenities of occupiers are not prejudiced by rail and/or road traffic and/or mixed use noise in the immediate surroundings in accordance with Policy DM04 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD (adopted April 2016) and 7.15 of the London Plan 2016.

- 13 The level of noise emitted from the any installed ventilation and extraction plant hereby approved shall be at least 5dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a 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 room of a 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 Development Management Policies DPD (adopted September 2012) and 7.15 of the London Plan 2016.

#### 14 Part 1

The development hereby approved shall be carried out in strict accordance with approved Phase 1 Preliminary Risk Assessment (Desk Study) by Soil Consultants dated 11 April 2019.

c) If the approved Phase 1 Preliminary Risk Assessment indicated 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 shall be submitted to, and approved in writing by, the Local Planning Authority prior to that remediation being carried out on site.

#### Part 2

d) 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 in accordance with Policy CS NPPF of the Local Plan Core Strategy DPD (adopted September 2012), DM04 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD (adopted October 2016) and 5.21 of the London Plan 2016.

- 15 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of

the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority.

The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>

Reasons: In the interest of good air quality in accordance with London Plan policies 5.3 and 7.14.

- 16 The approved mitigation measures as set out in the report by Temple ref T2294.1, dated 24.06.2019 shall be implemented in its entirety in accordance with details approved under this condition before any of the development is first occupied or the use commences and retained as such thereafter.

Reason: To ensure that the amenities of occupiers are protected from the poor air quality in the vicinity in accordance with Policy DM04 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD (adopted October 2016) and Policies 3.2, 5.3 and 7.14 of the London Plan 2016.

- 17 a) A scheme of hard and soft landscaping, including details of existing trees to be retained and size, species, planting heights, densities and positions of any soft landscaping, shall be submitted to and agreed in writing by the Local Planning Authority prior to the occupation of the hereby approved development.

b) All work comprised in the approved scheme of landscaping shall be carried out before the end of the first planting and seeding season following occupation of any part of the buildings or completion of the development, whichever is sooner, or commencement of the use.

c) Any existing tree shown to be retained or trees or shrubs to be planted as part of the approved landscaping scheme 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 in accordance with Policies CS5 and CS7 of the Local Plan Core Strategy DPD (adopted September 2012), Policy DM01 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD (adopted October 2016) and 7.21 of the London Plan 2016.

- 18 No site works (including any temporary enabling works, site clearance and demolition) or development shall take place until the temporary tree protection shown on the tree protection plan approved within the approved Arboricultural Implications Assessment for Proposed Residential Development by Broad Oak Tree Consultants Limited dated 23 December 2019 has been erected around existing trees on site. This protection shall remain in position until after the development

works are completed and no material or soil shall be stored within these fenced areas at any time. The development shall be implemented in accordance with the protection plan and method statement as approved under this condition.

Reason: To safeguard the health of existing trees which represent an important amenity feature in accordance with Policy DM01 of the Development Management Policies DPD (adopted September 2012), Policies CS5 and CS7 of the Local Plan Core Strategy DPD (adopted September 2012) and Policy 7.21 of the London Plan 2016.

- 19 a) The site shall not be brought into use or first occupied until details of the means of enclosure, including boundary treatments, have been submitted to and approved in writing by the Local Planning Authority.

b) The development shall be implemented in accordance with the details approved as part of this condition before first occupation or the use is commenced and retained as such thereafter.

Reason: To ensure that the proposed development does not prejudice the appearance of the locality and/or the amenities of occupiers of adjoining residential properties and to confine access to the permitted points in the interest of the flow of traffic and conditions of general safety on the adjoining highway in accordance with Policies DM01, DM03, DM17 of the Development Management Policies DPD (adopted September 2012), and Policies CS NPPF and CS1 of the Local Plan Core Strategy (adopted September 2012).

- 20 Before the development hereby permitted is occupied, details of proposed external lighting shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in full accordance with these details.

Reason: To safeguard local amenity in accordance with policies CS NPPF, CS1 and CS5 of the Local Plan Core Strategy (adopted September 2012) and policies DM01 and DM02 of the Development Management Policies DPD (adopted September 2012).

- 21 a) Prior to carrying out above ground works of each building or part of any new building, details shall be submitted to and approved, in writing, by the Local Planning Authority to demonstrate the secure by design measures to be installed across the site.

b) The development shall only be carried out in accordance with the approved details.

Reason: To protect the amenity of the area in accordance with Policies DM01 and DM04 of the Barnet Development Management Policies (adopted) September 2012.

- 22 Prior to the first occupation of the new dwellinghouse(s) (Use Class C3) hereby approved they shall all have been constructed to have 100% of the water supplied to them by the mains water infrastructure provided through a water meter or water meters and each new dwelling shall be constructed to include water saving and efficiency measures that comply with Regulation 36(2)(b) of Part G 2 of the Building

Regulations to ensure that a maximum of 105 litres of water is consumed per person per day with a fittings based approach should be used to determine the water consumption of the proposed development. The development shall be maintained as such in perpetuity thereafter.

Reason: To encourage the efficient use of water in accordance with policy CS13 of the Barnet Core Strategy (2012) and Policy 5.15 of the March 2016 Minor Alterations to the London Plan and the 2016 Mayors Housing SPG.

- 23 Notwithstanding the details shown in the drawings submitted and otherwise hereby approved, prior to the first occupation of the new dwellinghouses (Use Class C3) permitted under this consent they shall all have been constructed to meet and achieve all the relevant criteria of Part M4(2) of Schedule 1 to the Building Regulations 2010 (or the equivalent standard in such measure of accessibility and adaptability for house design which may replace that scheme in future) and 10% (11 no flats) constructed to meet and achieve all the relevant criteria of Part M4(3) of the abovementioned regulations. The development shall be maintained as such in perpetuity thereafter.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.5 and 3.8 of the March 2016 Minor Alterations to the London Plan and the 2016 Mayors Housing SPG.

- 24 Prior to the first occupation of the development hereby approved it shall be constructed incorporating carbon dioxide emission reduction measures which achieve an improvement of not less than 36.48% in carbon dioxide emissions when compared to a building constructed to comply with the minimum Target Emission Rate requirements of the 2010 Building Regulations. The development shall be maintained as such in perpetuity thereafter.

Reason: To ensure that the development is sustainable and minimises carbon dioxide emissions and to comply with the requirements of policies DM01 and DM02 of the Barnet Development Management Policies document (2012), Policies 5.2 and 5.3 of the London Plan (2016) and the 2016 Mayors Housing SPG.

- 25 Notwithstanding the provisions of any development order made under Section 59 of the Town and Country Planning Act 1990 (or any Order revoking and re-enacting that Order) the following operations shall not be undertaken without the receipt of prior specific express planning permission in writing from the Local Planning Authority on the buildings hereby approved:

- The installation of any structures or apparatus for purposes relating to telecommunications on any part the development hereby approved, including any structures or development otherwise permitted under Part 24 and Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) or any equivalent Order revoking and re-enacting that Order.

Reason: To ensure that the development does not impact adversely on the townscape and character of the area and to ensure the Local Planning Authority can control the development in the area so that it accords with policies CS5 and DM01 Barnet Local Plan.

- 26 No construction work resulting from the planning permission shall be carried out on the premises at any time on Sundays, Bank or Public Holidays, before 8.00 am or after 1.00 pm on Saturdays, or before 8.00 am or after 6.00pm pm on other days.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties in accordance with policy DM04 of the Development Management Policies DPD (adopted September 2012).

- 27 The proposed development hereby approved shall be carried out in full accordance with the submitted Landscape Management Plan Rev A, Liz Lake Associates (dated December 2019) and maintained for all landscaped areas for a minimum period of 25 years.

Reason: To ensure a satisfactory appearance to the development in accordance with Policy DM01 of the Development Management Policies DPD (adopted September 2012), Policies CS5 and CS7 of the Local Plan Core Strategy (adopted September 2012) and Policy 7.21 of the London Plan 2016.

- 28 Provisions shall be made within the site to ensure that all vehicles associated with the construction of the development hereby approved are properly washed and cleaned to prevent the passage of mud and dirt onto the adjoining highway.

Reason: To ensure that the development does not cause danger and inconvenience to users of the adjoining pavement and highway.

- 29 The proposed development hereby approved shall be carried out in strict accordance with the proposed ecological mitigation and enhancement measures as contained with the approved Preliminary Ecological Assessment, Green Shoots Ecology (dated December 2019) and shall be permanently maintained thereafter.

Reason: To ensure that ecological improvements are secured in accordance with policy DM16 of the Development Management Policies DPD (adopted September 2012).

- 30 Prior to installation of any photovoltaic panels, details of the size, design and siting of all photovoltaic panels to be installed as part of the development shall be submitted and approved in writing by the Local Planning Authority. The development shall be carried out and constructed in accordance with the approved details.

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.

- 31 Development shall not begin until the following information, has been submitted to and approved in writing by the London Borough of Barnet planning authority. The scheme shall subsequently be implemented in accordance with the approved details before development is completed.

Flood Risk Assessment

Assessment of flood outline for the 100-year plus climate change fluvial flood event based on detailed hydrological and hydraulic analysis.

Reason: To Ensure the development would be safe during the 100-year flood plus climate change flood event and will not increase flood risk to third parties by loss of the floodplain storage. To avoid piecemeal reduction of undefended floodplains because of the cumulative effects on their floodplain volume of storage and conveyancing capacity. To ensure that the flood risk is assessed, and any residual flood risks are mitigated and managed appropriately without increasing the flood risk elsewhere.

- 32 Development shall not begin until the following information, has been submitted to and approved in writing by the London Borough of Barnet planning authority. The scheme shall subsequently be implemented in accordance with the approved details before development is completed.

#### Surface Water Drainage Strategy

Calculation evidence showing that the proposed SuDS would be able to continue draining the development during flood condition in Decoy Brook without risk of flooding in any part of the site.

Reason: To ensure that surface water runoff is managed effectively to mitigate flood risk and to ensure that SuDS are designed appropriately using industry best practice to be cost-effective to operate and maintain over the design life of the development in accordance with Policy CS13 of the Barnet Local Plan, Policies 5.13 and 5.14 of the London Plan, and changes to SuDS planning policy in force as of 6 April (including the Written Ministerial Statement of 18 December 2014, Planning Practice Guidance and the Non-Statutory Technical Standards for Sustainable Drainage Systems) and best practice design guidance (such as the SuDS Manual, C753).

#### **INFORMATIVE(S):**

- 1 In accordance with paragraphs 38-57 of the NPPF, the Local Planning Authority (LPA) takes a positive and proactive approach to development proposals, focused on solutions. The LPA has produced planning policies and written guidance to assist applicants when submitting applications. These are all available on the Council's website. The LPA has negotiated with the applicant/agent where necessary during the application process to ensure that the proposed development is in accordance with the Development Plan.
- 2 The Community Infrastructure Levy (CIL) applies to all 'chargeable development'. This is defined as development of one or more additional units, and / or an increase to existing floor space of more than 100 sq m. Details of how the calculations work are provided in guidance documents on the Planning Portal at [www.planningportal.gov.uk/cil](http://www.planningportal.gov.uk/cil).

The Mayor of London adopted a CIL charge on 1st April 2012 setting a rate of £60 per sq m on all forms of development in Barnet except for education and health developments which are exempt from this charge.

The London Borough of Barnet adopted a CIL charge on 1st May 2013 setting a rate of £135 per sq m on residential and retail development in its area of authority. All other uses and ancillary car parking are exempt from this charge.

Please note that Indexation will be added in line with Regulation 40 of Community Infrastructure Levy.

Liability for CIL will be recorded to the register of Local Land Charges as a legal charge upon your site payable should you commence development. Receipts of the Mayoral CIL charge are collected by the London Borough of Barnet on behalf of the Mayor of London; receipts are passed across to Transport for London to support Crossrail, London's highest infrastructure priority.

You will be sent a 'Liability Notice' that provides 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, which is also available from the Planning Portal website.

The CIL 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 other statutory requirements relating to CIL, such requirements will all be set out in the Liability Notice you will receive. You may wish to seek professional planning advice to ensure that you comply fully with the requirements of CIL Regulations.

If you have a specific question or matter you need to discuss with the CIL team, or you fail to receive a 'Liability Notice' from the Council within 1 month of this grant of planning permission, please email us at: [cil@barnet.gov.uk](mailto:cil@barnet.gov.uk).

#### Relief or Exemption from CIL:

If social housing or charitable relief applies to your development or your development falls within one of the following categories 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](http://www.planningportal.gov.uk/cil).

You can apply for relief or exemption under the following categories:

1. **Charity:** If you are a charity, intend to use the development for social housing or feel that there are exception circumstances affecting your development, you may be eligible for a reduction (partial or entire) in this CIL Liability. Please see the documentation published by the Department for Communities and Local Government at

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/6314/19021101.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/6314/19021101.pdf)

2. Residential Annexes or Extensions: You can apply for exemption or relief to the collecting authority in accordance with Regulation 42(B) of Community Infrastructure Levy Regulations (2010), as amended before commencement of the chargeable development.
3. Self Build: Application can be made to the collecting authority provided you comply with the regulation as detailed in the [legislation.gov.uk](http://legislation.gov.uk)

Please visit

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil> for further details on exemption and relief.

- 3 A Planning Obligation under Section 106 of the Town & Country Planning Act 1990 (as amended) relates to this permission.
- 4 The applicant is advised that any development or conversion which necessitates the removal, changing, or creation of an address or addresses must be officially registered by the Council through the formal 'Street Naming and Numbering' process.

The London Borough of Barnet is the Street Naming and Numbering Authority and is the only organisation that can create or change addresses within its boundaries. Applications are the responsibility of the developer or householder who wish to have an address created or amended.

Occupiers of properties which have not been formally registered can face a multitude of issues such as problems with deliveries, rejection of banking / insurance applications, problems accessing key council services and most importantly delays in an emergency situation.

Further details and the application form can be downloaded from:

<http://www.barnet.gov.uk/naming-and-numbering-applic-form.pdf> or requested from the Street Naming and Numbering Team via [street.naming@barnet.gov.uk](mailto:street.naming@barnet.gov.uk) or by telephoning 0208 359 4500.

- 5 The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.

<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk) Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

- 9 The Highway Authority will require the applicant to give an undertaking to pay additional costs of repair or maintenance of the public highway in the vicinity of the site should the highway be damaged as a result of the construction traffic. The construction traffic will be deemed "extraordinary traffic" for the purposes of Section 59 of the Highways Act 1980. Under this section, the Highway Authority can recover the cost of excess expenses for maintenance of the highway resulting from excessive weight or extraordinary traffic passing along the highway. It is to be understood that any remedial works for such damage will be included in the estimate for highway works.
- 10 Any highway approval as part of the planning process for the alteration to the existing access/crossovers or new access/crossovers will be subject to detailed survey by the Crossover Team in Development and Regulatory Services as part of the application for access/crossover under Highways Act 1980 and would be carried out at the applicant's expense. Please note, reinstatement of redundant crossovers, any relocation of street furniture, lighting column or amendments to parking bays affected by the proposed works would be carried out under a rechargeable works agreement by the Council's term contractor for Highway Works. An estimate for this work could be obtained from London Borough of Barnet, Development and Regulatory Services, 2 Bristol Avenue, Colindale, NW9 4EW.
- 11 Refuse collection point should be located at a ground floor level and within 10m of the refuse vehicle parking bay. Levelled access should be provided for the refuse collection personnel to collect the bins. The refuse collection personnel are not expected to push the bins on an inclined surface to safeguard their Health and Safety requirements. If the refuse vehicle is expected to travel over an un-adopted road then the applicant will be expected to sign a Waiver of Liability and Indemnity Agreement indemnifying the Council. Alternatively, the dustbins will need to be brought to the edge of the refuse vehicle parking bay on day of collection. The applicant is advised that the Council's refuse collection department is consulted to agree a refuse collection arrangement.
- 12 The applicant is required to submit a Street Works Licence application to the Development and Regulatory Services, 2 Bristol Avenue, Colindale, NW9 4EW, 4-6 weeks before the start of works on the public highways.
- 13 For any proposal for new crossovers or modification to the existing crossovers, a separate crossover application must be submitted for approval to the Highways Authority. Details of the construction and location of the new crossover are required to be agreed with the highway authority. Any street furniture, road markings or parking bays affected by the proposed works following site investigation would be relocated at the applicant's expense. In the case where a highway tree is present in the vicinity of the proposed access road or a crossover for the development the final approval would be subject to the detailed assessment carried out by the Highways Crossover Team in conjunction with the highway tree section as part of the crossover application. The outcome of this assessment cannot be prejudged.

The applicant is advised that the permitted maximum width for a residential crossover is 4.2 metres.

Information on application for a crossover could be obtained from London Borough of Barnet, Crossover Team, Development and Regulatory Services, 2 Bristol Avenue, Colindale, NW9 4EW

- 14 As a result of development and construction activities is a major cause of concern to the Council. Construction traffic is deemed to be "extraordinary traffic" for the purposes of Section 59 of the Highways Act 1980. During the course of the development, a far greater volume of construction traffic will be traversing the public highway and this considerably shortens the lifespan of the affected highway.

To minimise risks and damage to public highway, it is now a requirement as part of any new development to undertake a Highway Condition Survey of the surrounding public highway to the development to record the state of the highway prior to commencement of any development works. The condition of the public highway shall be recorded including a photographic survey prior to commencement of any works within the development. During the course of the development construction, the applicant will be held responsible for any consequential damage to the public highway due to site operations and these photographs will assist in establishing the basis of damage to the public highway. A bond will be sought to cover potential damage resulting from the development which will be equivalent to the cost of highway works fronting the development. To arrange a joint highway condition survey, please contact the Highways

Development Control / Network Management Team on 020 8359 3555 or by e-mail [highways.development@barnet.gov.uk](mailto:highways.development@barnet.gov.uk) or [nrswa@barnet.gov.uk](mailto:nrswa@barnet.gov.uk) at least 10 days prior to commencement of the development works.

Please note existing public highways shall not be used as sites for stock piling and storing plant, vehicles, materials or equipment without an appropriate licence. Any damage to the paved surfaces, verges, surface water drains or street furniture shall be made good as directed by the Authority. The Applicant shall be liable for the cost of reinstatement if damage has been caused to highways. On completion of the works, the highway shall be cleared of all surplus materials, washed and left in a clean and tidy condition.

- 15 The surface of the highway and any gullies or drains nearby must be protected with plastic sheeting. Residue must never be washed into nearby gullies or drains. During the development works, any gullies or drains adjacent to the building site must be maintained to the satisfaction of the Local Highways Authority. If any gully is damaged or blocked, the applicant will be liable for all costs incurred. The Applicant shall ensure that all watercourses, drains, ditches, etc. are kept clear of any spoil, mud, slurry or other material likely to impede the free flow of water therein.
- 16 Paragraph 163 NPPF (2019) indicates that "When determining any planning applications, local planning authorities should ensure that flood risk is not increased elsewhere. Where appropriate, applications should be supported by a site-specific flood-risk assessment<sup>50</sup>. Development should only be allowed in areas at risk of flooding where, in the light of this assessment (and the sequential and exception tests, as applicable) it can be demonstrated that:
- a) within the site, the most vulnerable development is located in areas of lowest flood risk, unless there are overriding reasons to prefer a different location;

- b) the development is appropriately flood resistant and resilient;
- c) it incorporates sustainable drainage systems, unless there is clear evidence that this would be inappropriate;
- d) any residual risk can be safely managed; and
- e) safe access and escape routes are included where appropriate, as part of an agreed emergency plan."

According to the latest Environment Agency's Flood risk assessments: climate change allowance (<https://www.gov.uk/guidance/flood-risk-assessments-climate-change-allowances>), within Flood Zones 2 or 3a, for more vulnerable development, the 'higher central' and 'upper end' allowances which are 35% and 70% in the Thames region should be applied to assess the flood risk. Furthermore, in accordance with the NPPF Residential development should be considered for a minimum lifetime of 100 years, unless there is specific justification for considering a shorter period. (<https://www.gov.uk/guidance/flood-risk-and-coastal-change#safe-for-its-lifetime>). Hence, the 100 year plus 70% climate change is appropriate for this site.

- 17 The London Borough of Barnet has been designated a Lead Local Flood Authority (LLFA) and as such has a statutory responsibility for leading the co-ordination of local flood risk management within the borough. This includes ensuring that flood risks from local sources, including surface water runoff, groundwater and ordinary watercourses and their interactions, are identified and managed. This includes new culverts, bridges or other structures in the watercourse or a change to the alignment or the banks of the watercourse.

It is recommended that discussions are held with the Council's drainage engineers to seek their views and advice.

**Date of Decision:**

**Signed:**



**Fabien Gaudin**  
**Service Director – Planning and Building Control**

**NOTE(S):**

1. Your attention is drawn to the attached Schedule which sets out the rights of an applicant who is aggrieved by a decision of the Local Planning Authority.
2. This Notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.

For more information about making a Building Regulations application, please contact the Barnet Council Building Control team by email

([building.control@barnet.gov.uk](mailto:building.control@barnet.gov.uk)), telephone (0208 359 4500), or see our website at [www.barnet.gov.uk/building-control](http://www.barnet.gov.uk/building-control)

3. For information on Construction Site Guidelines for Householders and Developers, please visit <https://www.barnet.gov.uk/citizen-home/environmental-health/pollution/construction-information.html>
4. For details relating to Street naming and numbering, please visit <https://www.barnet.gov.uk/citizen-home/planning-conservation-and-building-control/building-control/street-naming-and-numbering.html>

## **APPEAL GUIDANCE:**

Should you (an applicant or agent) feel aggrieved by the decision of the Council to either refuse permission or to grant permission subject to conditions, you can appeal to the Secretary of State for the Department of Communities and Local Government – Sections 78 and 195 of the Town and Country Planning Act 1990 / Sections 20 and 21 of the Planning (Listed Buildings and Conservation Areas) Act 1990. Any such appeal must be made within the relevant timescale for the application types noted below, beginning with the date of the decision notice (unless an extended period has been agreed in writing with the Council):

- Six months: Full (excluding householder and minor commercial applications), listed building (including Certificate of Lawfulness in relation to a listed building), Section 73 'variation/removal', Section 73 'minor material amendment', extension of time and prior approval applications.
- 12 weeks: Householder planning, householder prior approval and minor commercial applications.
- 8 weeks: Advertisement consent applications
- No timescale: Certificate of lawful development (existing/proposed) applications.

Where an enforcement notice has been issued, the appeal period may be significantly reduced, subject to the following criteria:

- Where the development proposed by your application is the same or substantially the same as development that is the subject of an enforcement notice served within the last two years you must appeal within 28 days of the date of the application decision
- Where an enforcement notice is served on or after the decision date on your application relating to the same or substantially the same land and development as in your application and if you want to appeal against the Council's decision you are advised to appeal against the Enforcement Notice and to do so before the Effective date stated on the Enforcement Notice.

Appeals must be made using the prescribed form(s) of The Planning Inspectorate (PINS) obtained from [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk) or by contacting 03034445000. A copy of any appeal should be sent both to PINS and the Council.

The Secretary of State can allow a longer period for giving notice of an appeal, but will not normally be prepared to use this power unless there are exceptional special circumstances. The Secretary of State can refuse to consider an appeal if the Council could not have granted planning permission for the proposed development or could not

have granted without the conditions it imposed, having regard to the statutory requirements and provision of the Development Order and to any direction given under the Order. In practice it is uncommon for the Secretary of State to refuse to consider appeals solely because the Council based its decision on a direction given by the Secretary of State.

#### **PURCHASE NOTICES:**

If either the Local Planning Authority or the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor can he/she render that land capable of a reasonable beneficial use by carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a Purchase Notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

## **SCHEDULE 4**

### **Owner's Covenants**

#### **PART A**

##### **Notifications**

- 1.1 The Owner shall give no less than seven (7) Working Days prior written notice of the intended date of Commencement of Development to the Council's Service Director of Planning and Building Control at the address stated on the head of this Deed (or such other address as the Council shall have previously notified).
- 1.2 The Owner shall give no less than seven (7) Working Days prior written notice of the intended date of first Occupation of the first Residential Unit to the Council's Service Director of Planning and Building Control at the address stated on the head of this Deed (or such other address as the Council shall have previously notified).
- 1.3 The Owner shall give no less than ten (10) Working Days prior written notice of its intention to commence the Affordable Housing review under Part C paragraph 2 below to the Council's Service Director of Planning and Building Control at the address stated at the head of this Deed (or such other address as the Council shall have previously notified).
- 1.4 The Owner shall give no less than ten (10) Working Days prior written notice of its intention to Dispose of the one hundredth (100<sup>th</sup>) Residential Unit to the Council's Service Director of Planning and Building Control at the address

stated at the head of this Deed (or such other address as the Council shall have previously notified).

## **PART B**

### **Contributions**

The Owner shall pay to the Council:

- (a) the Monitoring Contribution and the Residential Travel Plan Monitoring Contribution to the Council within 20 (twenty) Working Days of Commencement of Development;
- (b) the Carbon Offset Contribution prior to first Occupation of the first Residential Unit,

## **PART C**

### **Affordable Housing Contribution and Review Mechanism**

#### **1. Affordable Housing Contribution**

- 1.1 The Owner shall pay to the Council the Affordable Housing Contribution ten (10) Working Days following Disposal of the one hundredth (100th) Residential Unit
- 1.2 The Owner shall not cause or permit Occupation of more than one hundred (100) Residential Units until the Affordable Housing Contribution has been paid to the Council

#### **2. Affordable Housing Review Mechanism**

- 2.1 The Owner shall submit items (a) (c) and (d) of the Schedule to the Council prior to the Occupation of the one hundred and eleventh (111<sup>th</sup>) Residential Unit
- 2.2 In the event that items (a) (c) and (d) of the Schedule evidence a positive sum which exceeds the Gross Development Value by £1,000,000 (one million pounds) then the Owner shall pay to the Council the Additional Affordable Housing Contribution within twenty (20) Working Days of the Council confirming to the Owner in writing that items (a) (c) and (d) of the Schedule are approved and the Council issuing a written demand for payment of the Additional Affordable Housing Contribution
- 2.3 In the event that the paragraph 2.2 pre-condition is satisfied then the Owner shall not cause or permit the Occupation of more than 110 (one hundred and ten) Residential Units until the Additional Affordable Housing Contribution under paragraph 2.2 has been paid in full

- 2.4 In the event that items (a) (c) and (d) of the Schedule fail to evidence a positive sum or evidences a positive sum which does not exceed the Gross Development Value by £1,000,000 (one million pounds) then the Owner shall submit in addition item (b) of the Schedule to the Council prior to the Occupation of the one hundred and eleventh (111<sup>th</sup>) Residential Unit and will fund the reasonable costs of an Independent Expert review of the Schedule items if required by the Council (including all reasonable administrative and staff costs incurred by the Council)
- 2.5 The Owner shall accept (save in the case of manifest error) the Council's determination under paragraph 2.2 above or if required by the Council, an Independent Expert's determination under paragraph 2.4 above and 2.6 below which shall be binding upon it
- 2.6 In the event that a review of the Schedule items pursuant to paragraph 2.4 above whether undertaken by the Council (or on its behalf by an Independent Expert) shows a positive sum above the Gross Development Value, then the Owner shall pay to the Council the Additional Affordable Housing Contribution within twenty (20) Working Days of a written demand by the Council
- 2.7 In the event that the paragraph 2.4 pre-condition is satisfied then the Owner shall not cause or permit the Occupation of more than one hundred and ten (110) Residential Units until the Additional Affordable Housing Contribution under paragraph 2.6 has been paid in full

## **PART D**

### **Residential Travel Plan**

#### **Section 1**

##### **Residential Travel Plan Champion**

- 1.1 The Owner shall appoint a Residential Travel Plan Champion no later than 3 (three) months prior to the date of first Occupation of any of the Residential Units and shall submit the name and contact details of the appointed Residential Travel Plan Champion to the Council within five (5) Working Days of the date of appointment of the Residential Travel Plan Champion
- 1.2 Unless otherwise agreed in writing by the Council, the Owner covenants that the role of the Residential Travel Plan Champion shall remain in place until the year 5 Travel Plan Review as set out in paragraph 1.5.2 (b) has been approved.
- 1.3 The Owner shall notify the Council of any changes in the appointment or the details of the Residential Travel Plan Champion appointed pursuant to paragraph 1.1 above to this Deed within five (5) Working Days of such change occurring

##### **Residential Travel Plan**

- 1.4 The Owner shall submit the Residential Travel Plan to the Council for approval no later than three (3) months following the date of first Occupation of the first Residential Unit

1.5 The Owner shall:

1.5.1 undertake iTrace-compliant surveys of Occupiers of and visitors to the Residential Units:

(a) no later than 4 (four) months after the date the first Residential Unit is first Occupied; and

(b) in the same calendar month as the survey carried out pursuant to paragraph 1.5.1(a) on the first, third and fifth anniversary of the date of the survey in paragraph 1.5.1 (a) was first carried out and thereafter every other year until at least 5 (five) years after first Occupation of the final Residential Unit

1.5.2 submit a revised Residential Travel Plan to the Council incorporating the results of the surveys carried out in accordance with paragraph 1.5.1 within one (1) month of conducting the surveys

1.5.3 submit a Residential Travel Plan Review undertaken of the Residential Travel Plan to the Council for approval within 1 (one) month of the surveys carried out pursuant to paragraph 1.5.1

1.5.4 revise the Residential Travel Plan and/or the Residential Travel Plan Review submitted to the Council to incorporate any comments made by the Council within six (6) weeks of receipt of the Council's written response to the Residential Travel Plan and/or the Residential Travel Plan Review submitted to the Council; and

- 1.5.5 implement, promote and publicise the approved Residential Travel Plan and/or revised Residential Travel Plan and/or the approved Residential Travel Plan Review according to the timescales in the Residential Travel Plan and/or the Residential Travel Plan Review
- 1.5.6 in the event that the objectives and/or targets set out in the Residential Travel Plan and the Residential Travel Plan Review have not been met the Owner shall in an updated Residential Travel Plan and/or Residential Travel Plan Review propose for the Council's approval measures that will be put in place to achieve those objectives and targets

#### **Residential Travel Plan Welcome Pack**

- 1.6 The Owner shall provide a Residential Travel Plan Welcome Pack to:
- (a) the first Occupiers of each Residential Unit within six (6) months of the date those Occupiers first take up Occupation of the relevant Residential Unit;
  - (b) subsequent Occupiers of a Residential Unit of ownership or Occupation of the Residential Unit changes within five (5) years of the date the Residential Travel Plan is first implemented

## **Section 2**

### **Objectives**

- 1 The objectives of the Residential Travel Plan are to encourage more sustainable travel for people and to reduce single occupancy/single passenger car travel to and from the Land by imposing controls and incentives in respect of the transport of all persons to and away from the Land
2. The Residential Travel Plan will outline measures designed to encourage persons residing or 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 below and to introduce measures to manage deliveries and servicing.
3. The Residential Travel Plan is to meet the following objectives:
  - Reduce parking on the road network adjoining the Land and the areas surrounding it
  - Reduce car dependency
  - Optimise car occupancy
  - Manage travel demand as efficiently as possible
  - Promote opportunities for access by non-car modes
  - Promote active travel as part of a healthy lifestyle
  - Provide appropriate on-site facilities to encourage walking and use of bicycles

- Ensure that the allocation of parking spaces is efficiently managed and in support of the Residential Travel Plan objectives
- Provide 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
- Provide initiatives for promoting walking, 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
- Provide car sharing initiatives to be used as an effective way of minimising parking and improving environmental conditions

4. The Residential Travel Plan shall also include measures to:

- (i) monitor and minimise the impacts of parking:
  - on-site in allocated spaces
  - on-site in areas outside the allocated spaces
  - in the local adjacent area;
- (ii) monitor the number of person trips to and from the Land:
  - in single occupancy vehicle

- by travel mode
- by time of day
- by duration of stay

5. The Residential Travel Plan 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 Residential Travel Plan is being met

## **PART E**

### **Highway Works**

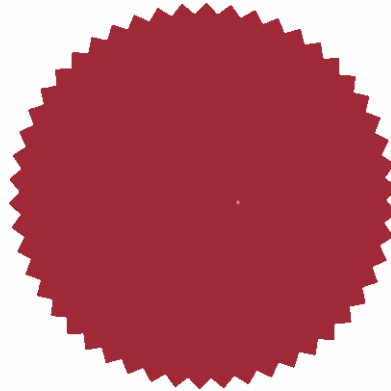
Prior to the Commencement of Development the Owner shall enter into a Section 278 Highways Act 1980 Agreement to effect the implementation of the Highway Works

## SCHEDULE 5

### Council Covenants

The Council hereby covenants with the Owner to use the Contributions for the purposes specified in this Deed.

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

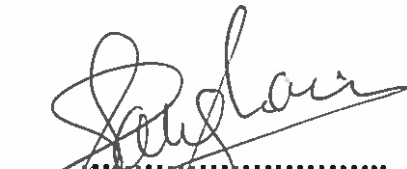



~~Assurance Director:~~  
monitoring office

Head of Governance: 



EXECUTED as a Deed by  
EPILEUM PROPERTY LIMITED  
acting by one director  
in the presence of a witness :

  
.....  
Director

Witness Signature   
Witness Name TOMASZ KUBIK  
Witness Address FLAT 10 PINES  
COURT 48 VICTORIA DRIVE  
SW19 6BG