

# Brachers

## **Planning Obligation Under Section 106 Of The Town And Country Planning Act 1990 Relating To Land At Land On The South Side Of Mill Lane, Eastry, Sandwich, Kent**

**DOVER DISTRICT COUNCIL (1)**

And

**RUNNYMEDE INVESTMENTS LIMITED (2)**

Brachers LLP  
Somerfield House  
59 London Road  
Maidstone  
Kent ME16 8JH

Tel: 01622 690691  
Ref: DOV0455/16

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THIS DEED IS MADE ON THE 9<sup>th</sup> DAY OF August 2018

- (1) Dover District Council of White Cliffs Business Park, Whitfield, Dover, Kent, CT16 3PJ (the **Council**); and
- (2) Runnymede Investments Limited (Co Reg No 2926277) of 182 Brooklands Road, Weybridge, KT13 0RJ (the **Owner**)

### **Background**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 14 December 2017 that Planning Permission should be granted for the Development subject to the prior completion of this deed.

### **AGREED TERMS**

#### **1. Interpretation**

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

##### **1.1 Definitions:**

**Affordable Housing** has the meaning given to it by Annex 2 of the National Planning Policy Framework provided to persons whose needs are not met by the market

**Affordable Housing Provider** means a provider of Affordable Housing which is:-

- (a) a Registered Provider; or
- (b) any other provider as approved by the Council

**Affordable Housing Scheme** means a written scheme together with all relevant plans drawings and other supporting material detailing the Affordable Housing to be provided in any Phase of the Development and including:

- (a) the quantum;
- (b) The location and distribution;
- (c) The tenure;
- (d) The mix;
- (e) the type and size;
- (f) The arrangements for the management;

of the Affordable Housing Units

**Affordable Housing Units** means not less than 10% of the Dwellings to be provided as part of the Development in accordance with the Affordable Housing Scheme and comprising a mix of Affordable Rented Units and Shared Ownership Units

**Affordable Rented Unit** means an Affordable Housing Unit which is let (subject to an assured tenancy agreement with a Registered Provider to persons identified in accordance with the nominations requirements of any funding agreement as approved by the Council in writing in respect of grant funding at a rent

- (i) not exceeding the target rent of Homes England where grant is provided and
- (ii) (i) up to 80% of local market rents in all other cases

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

**Commencement of Development** the carrying out in relation to the Development of any material operation as defined by section 56(4) (a) to (e) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: the erection of any fences and hoardings around the Property **PROVIDED THAT** any surveying, ground investigation, archaeological investigations, structural or advanced planting, site clearance, demolition and decontamination works, site preparation including earth moving, laying of sewers and services, the erection of fences and hoardings and the creation of a site compound shall not be considered as any material operation for the purposes of this definition

Commence and Commences shall be construed accordingly.

**Commencement Date** the date Development Commences.

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

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

**Dwelling** means any residential unit to be erected on the Property pursuant to the Planning Permission including the Open Market Dwellings and the Affordable Housing Units

**Ecological Mitigation Contribution** means the sum of £4595.60 payable to the Council by the Owner in accordance with the provisions of Schedule 1

**Homes England** means Homes England (being the successor body to the Homes and Communities Agency) or its statutory successor

**Index Linked** increased in accordance with the following formula:

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

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

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

**Local Lettings Plan** means a lettings plan for the Affordable Housing Units in such form as the Council may specify from time to time

**Local Plan** Dover District Core Strategy 2010.

**Lifetime Homes Standard** means the schedule of design features and standards developed by the Joseph Rowntree Foundation the achievement of which leads to new homes being designated Lifetime Homes

**Occupy** means taking beneficial occupation of a building forming part of the Development for an purpose authorised by the Planning Permission but not including occupation by persons engaged in construction fitting out of that building and “**Occupation**” “**Occupier**” or “**Occupied**” shall be construed accordingly

**Open Market Dwellings** means those Dwellings for sale on the open market and which are not Affordable Dwellings

**Phase** means a phase of the Development as shown on the Phasing Plan

**Phasing Plan** means a programme provided by the Owner to the Council identifying the details and mechanisms for how the Development will be phased and/or sequenced which programme shall include:

- (a) A site plan showing the proposed final Development and overall phasing/sequencing of the Development
- (b) Identify the location of the Affordable Dwellings in each Phase
- (c) A written statement including a plan describing each phase of the Development including the uses and identify the estimated duration of the build out of each Phase

**Plan** the plan attached as Appendix A.

**Planning Application** the application for full planning permission registered by the Council on 25 April 2014 under reference number DOV/14/00240.

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

**Property** the land on the South side of Mill Lane, Eastry, Sandwich, Kent shown edged red on the Plan being part of the land registered at HM Land Registry with absolute title under title number TT41626 and all of the land registered at HM Land Registry with absolute title under title number K816892.



**Registered Provider** means a registered social landlord or other body registered as a social landlord as defined in the Housing and regeneration Act 2008 and registered with Homes England pursuant to Part 2 of that Act and which has not been removed from the register

**Shared Ownership Unit** means an Affordable Housing Unit in respect of which a shared ownership lease is granted by the Registered Provider to persons identified in accordance with the nominations requirements of any funding agreement as approved by the Council in writing

**TCPA 1990** Town and Country Planning Act 1990.

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

**Viability Assessment** means an appraisal of the financial viability of the Development or the relevant Phase submitted in accordance with paragraph 2.2 of Schedule 1 carried out by a valuer appointed by the Owner in accordance with the Royal Institution of Chartered Surveyors Professional Guidance (England) Financial Viability in Planning Guidance Note 2012 (or equivalent replacement)

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

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. Statutory provisions**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

## **3. Conditionality**

With the exception of clause 2, clause 3, clause 9, clause 10, clause 12, clause 15, clause 16, clause 17, clause 19, clause 20, clause 22 and clause 23 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

## **4. Covenants to the Council**

- 4.1 The Owner covenants with the Council to:
- 4.1.1 observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- 4.1.2 give at least 14 Working Days prior written notice to the Council of the intended Commencement Date.

## **5. Covenants by the Council**

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

## **6. Indexation**

- 6.1 All financial contributions payable to the Council shall be Index Linked.

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

**7. Release**

- 7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.
- 7.2 Save for the provisions of Paragraphs 3.2 and 3.3 of Part 1 of Schedule 1 which shall remain enforceable against owner occupiers of Affordable Housing Units this Deed shall not be enforceable against individual owner-occupiers or tenants of completed residential units within the Development (including their respective successors in title).

**8. Determination of deed**

- 8.1 The obligations in this deed (with the exception of clause 10) shall cease to have effect if before the Commencement of Development, the Planning Permission:
- 8.1.1 expires;
- 8.1.2 is varied or revoked other than at the request of the Owner; or
- 8.1.3 is quashed following a successful legal challenge.

**9. Local land charge**

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

**10. Council's costs**

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

**11. Interest on late payment**

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



## **12. Ownership**

- 12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.
- 12.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
- 12.2.1 the name and address of the person to whom the disposition was made; and
- 12.2.2 the nature and extent of the interest disposed of.

## **13. Reasonableness**

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

## **14. Cancellation of entries**

- 14.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 14.2 Following the performance and full satisfaction of all the terms of this Agreement or if this deed is determined pursuant to clause 8 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

## **15. Disputes**

- 15.1 Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
- 15.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 15.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 15.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 15.1.4 the seat of the arbitration shall be London.

**16. No fetter of discretion**

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

**17. Waiver**

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

**18. Future Permissions**

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

**19. Agreements and Declarations**

19.1 The parties agree that:

19.1.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and

19.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

**20. Notices**

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

20.1.1 delivered by hand; or

20.1.2 sent by pre-paid first class post or other next working day delivery service.

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

20.2.1 to the Council at Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ marked for the attention of Head of Development Control;

20.2.2 to the Owner at 182 Brooklands Road Weybridge Surrey KT13 0RJ marked for the attention of Martin Brown, Director.

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

20.3 Any notice or other communication given in accordance with clause 20.1 and clause 20.2 will be deemed to have been received:

- 20.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- 20.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.
- 20.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**21. Third party rights**

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

**22. Value added tax**

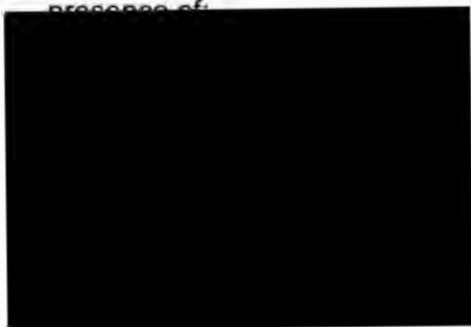
- 22.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).
- 22.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

**23. Governing Law**

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

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

Executed as a deed by **RUNNYMEDE  
INVESTMENTS LIMITED** in the  
presence of:



The Common Seal of DOVER )  
DISTRICT COUNCIL was affixed )  
to this deed in the presence of: )



## **SCHEDULE 1 - Covenants to the Council**

### **PART 1**

#### **Affordable Housing**

##### **1. Affordable Housing Schedule**

- 1.1 On or before Commencement of Development in respect of each Phase, the Owner shall submit the Affordable Housing Scheme in respect of that Phase for approval by the Council.
- 1.2 There shall be no Commencement of Development in each Phase unless and until the Affordable Housing Scheme in respect of that Phase has been approved in writing by the Council.
- 1.3 The Owner shall not amend the approved Affordable Housing Scheme for each Phase without the further, written approval of the Council.
- 1.4 The Owner shall not provide the Affordable Housing Units in each Phase otherwise than in accordance with: (i) the approved Affordable Housing Scheme: or (ii) any Revised Affordable Housing Scheme (as the case may be) in respect of that Phase.

##### **2. Affordable Housing Quantum and Mix**

- 2.1 Subject to Paragraphs 2.2 – 2.5 below, and unless otherwise agreed in writing by the Council no less than ten percent (10%) of the Dwellings shall be Affordable Housing Units.
- 2.2 There shall be no Commencement of Development after 24 months from date of agreement unless:-
  - (a) the Owner has submitted an up to date Viability Assessment to the Council;
  - (b) the Owner has submitted a proposed Revised Affordable Housing Scheme which has been prepared having regard to the findings of the Viability Assessment to the Council for approval; and
  - (c) the Revised Affordable Housing Scheme has been approved by the Council.
- 2.3 The Council, acting in its absolute discretion, shall as soon as is reasonably practicable from submission of the proposed Revised Affordable Housing Scheme submitted by the Owner pursuant to Paragraph 2.2(b) above, notify the Owner in writing as to whether the Revised Affordable Housing Scheme is approved for the purposes of Paragraph 1.4 above PROVIDED THAT the Council shall not approve a Revised Affordable Housing Scheme which provides for less than ten percent (10%) of Residential Units as Affordable Housing.
- 2.4 In reaching its determination pursuant to Paragraph 3 above, and to the extent the Council considers it necessary, the Council may commission an independent review of



the Viability Assessment submitted by the Owner pursuant to Paragraph 2.2(a) above  
SUBJECT ALWAYS to the Owner:

- (a) paying the Council's reasonable costs incurred in commissioning the independent review; and
- (b) providing such information as the Council or its appointed advisers reasonably determine is required for the purposes of the independent review.

- 2.5 Any Revised Affordable Housing Scheme approved pursuant to Paragraph 2.3 above shall have effect for the purposes of Paragraph 1.4 above PROVIDED THAT the relevant Phase is Commenced no later than 12 (twelve) months from the Revised Affordable Housing Scheme approved pursuant to Paragraph 2.3 above applies. In the event that the relevant Phase is not Commenced within this period then the Revised Affordable Housing Scheme shall cease to have effect and the Phase shall not be Commenced unless or until a further Viability Appraisal Affordable Housing Scheme or Revised Affordable Housing Scheme for the Phase has been submitted and approved in writing by the Council (acting in its absolute discretion) in accordance with Paragraph 2.3 and 2.4 above.

### **3 Affordable Housing Delivery**

- 3.1 Not more than 50% of the Open Market Dwellings shall be occupied within any Phase unless and until:

3.1.1 all of the Affordable Housing units for that Phase have been constructed and made available for residential occupation and written notification of that availability has been given to the Council.

3.1.2 the freehold of the Affordable Housing Units in that Phase have been transferred to the approved Registered Provider (or in the case of flats a Long Leasehold has been granted to the Registered Provider on terms that accord with the Homes England funding requirements current at the date of the construction) and the transfer (or Long Lease) contains the following provisions:

3.1.2.1 the Affordable Housing units shall be demised or transferred with full title guarantee and with vacant possession;

3.1.2.2 the Owners shall grant to and may reserve from the Registered Provider reasonable pedestrian and vehicular access to and from the Affordable Housing units;

3.1.2.3 full and free rights for the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing units for the purpose for which it is transferred;

3.1.2.4 the disposal shall be free from all financial charges and of any restrictive covenants or third party rights which would prevent the use

of the Affordable Housing Units for the purpose for which it is transferred

- 3.2 The Affordable Housing Units shall not be occupied other than as Affordable Housing subject to the provisions of this agreement.
- 3.3 The Affordable Housing Units shall be provided in accordance with a Local Lettings Plan approved by the Council.
- 3.4 The Affordable Housing Units shall be constructed:
  - 3.4.1 to comply with the current Homes England requirements; and
  - 3.4.2 to Lifetime Homes Standard

## **PART 2**

### **Phasing**

#### **1. Phasing Plan**

The Owner covenants that it shall:

- 1.1 Prior to the Commencement of Development submit to the Council for its approval the Phasing Plan
- 1.2 Not Commence Development unless and until the Phasing Plan has been approved by the Council;
- 1.3 Following the Commencement of Development carry out the Development strictly in accordance with the approved Phasing Plan

## **PART 3**

### **Financial Contributions**

#### **1. Ecological Mitigation Contribution**

The Owner covenants that it shall

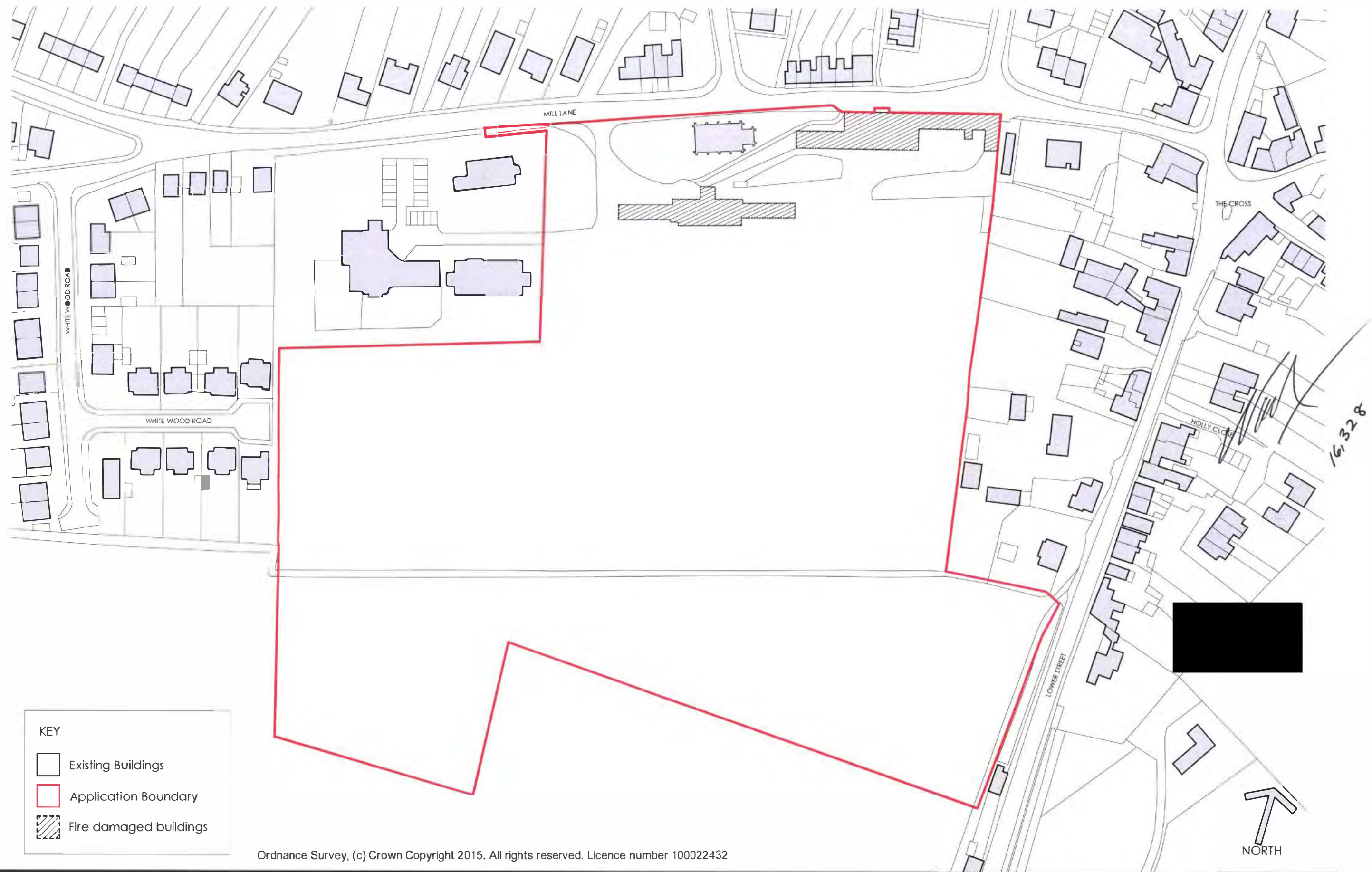
- 1.1 Pay to the Council the index linked Ecological Mitigation Contribution to the Council before Occupation of any of the Dwellings
- 1.2 Not Occupy or cause to be Occupied any of the Dwellings unless and until the index linked Ecological Mitigation Contribution has been paid to the Council

## **SCHEDULE 2 - Covenants by the Council**

1. The Council shall not use the Ecological Mitigation Contribution other than towards delivering the objectives of the Thanet Coast SPA Mitigation Strategy required to be undertaken in respect of any potential adverse effects of the Development on the designated European Sites of Thanet Coast and Sandwich Bay in accordance with the Conservation of Habitats and Species Regulations 2010

## APPENDIX A - Plan

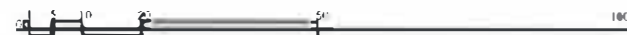




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All dimensions are to be checked on site prior to fabrication and the Architect should be notified of any discrepancy.

Do not scale from this drawing.



Revisions  
Rev A - General amendment 23.07.15

Project  
Proposed Residential & Commercial Development  
Eastry Hospital Site, Eastly, Kent  
Client  
Runnymede Homes  
Title  
Site Location Plan

Scale Date Drawn Check  
1:1250 @ A3 August 2014 JR

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Drawing Number  
14.042.01  
Revision  
B



**APPENDIX B - Draft Planning Permission**

[REDACTED]  
Runnymede Investments Ltd  
c/ [REDACTED] BA(Hons) MRTPI  
Grainger Planning Associates Ltd  
11 Ashcombe Road  
Carshalton  
Surrey  
SM5 3ET

Town and Country Planning Act 1990 (As Amended)

APPLICATION NUMBER DOV/14/00240

**DRAFT**

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**NOTIFICATION OF GTD Full Planning Permission**

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**DRAFT**  
Proposal: Redevelopment of site to provide a total of 100 residential units comprising: two storey terrace, semi-detached and detached new build dwellings; Change of use and conversion of Tewkesbury House and the Chapel to provide 568 sq m of community space (Use Class D1) and employment space (Use Class E1); two residential units; minor demolition, alteration and conversion of the 'Old Workhouse' to provide ten residential units; retention and reinstatement of the fire damaged Range building and erection of a two-storey terrace of ten residential units; car parking, landscaping, public open space and alteration to existing access (Amended plans and documents)  
Location: Eastry Hospital, Mill Lane, Eastry, CT13 0JU

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**TAKE NOTICE** that Dover District Council, the District Planning Authority under the Town and Country Planning Act, **HAS GRANTED** Full Planning Permission for the proposal in accordance with the application and accompanying plans received on 13/03/2014

**SUBJECT TO SUCH CONDITIONS AS ARE SPECIFIED** hereunder together with the reasons for their imposition:-

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

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990 (as amended) and to enable the matter to be considered in the light of any material change in planning circumstances

- 2 The development hereby permitted shall be carried out in accordance with the

following approved plans: The development hereby permitted shall be carried out in complete accordance with the submitted planning application as amended by drawings listed:

14.042.01 rev B Site Location Plan;  
14.042.02 rev E Masterplan;  
14.042.03 Unit Type B – Floor plans & Elevations;  
14.042.04 Unit Type C1 – Plans & Elevations;  
14.042.05 Unit Type C2 – Plans & Elevations;  
14.042.06 Unit Type C3 – Plans & Elevations;  
14.042.07 Unit Type C – Street Elevation;  
14.042.08 Unit Type D1 – Plans & Elevations;  
14.042.09 Unit Type D2 – Plans & Elevations;  
14.042.10 Unit Type D3 – Plans & Elevations;  
14.042.11 Unit Type D4 – Plans & Elevations;  
14.042.12 Unit Type D – Street Elevation;  
14.042.13 Unit Type E1 – Plans & Elevations;  
14.042.14 Unit Type E2 – Plans & Elevations;  
14.042.15 Unit Type F – Plans & Elevations;  
14.042.16 rev B Listed Building – Basement & Ground Floor Plans;  
14.042.17 rev B Listed Building – First & Second Floor Plans;  
14.042.18 rev C Listed Building – Elevations (1);  
14.042.19 rev B Listed Building – Elevations (2);  
14.042.20 rev A Chapel – Floor Plans;  
14.042.21 Chapel – Elevations (1);  
14.042.22 Chapel – Elevations (2);  
14.042.23 rev A Chapel – Sections;  
14.042.24 rev C The Range – Ground Floor Plan;  
14.042.25 rev A The Range – First & Second Floor Plans;  
14.042.26 rev B The Range – Elevations & Sections;  
14.042.27 rev C Street Elevations 1 & 2 (Site Sections);  
14.042.28 rev C Street Elevations 3 & 4 (Site Sections);  
14.042.29 rev B Proposed Foul Drainage Strategy;  
14.042.30 rev A Site Phasing;  
14.042.31 rev A Site Sections.

Reason: For the avoidance of doubt and to ensure that the development is carried out as approved.

- 3 No development shall take place, including ground clearance, until a Construction Management Plan (CMP) has been submitted to and approved in writing by the Local Planning Authority which shall include the following details:
- a) Construction site contact details which shall be regularly reviewed and updated by the developer as the development progresses;
  - b) Hours of construction and hours of delivery of plant, machinery and material;
  - c) A Construction Method Statement (CMS) including foundation type,

construction techniques and plant/equipment to be used;

d) Details of measures to ensure the safeguard, protection and management of all Public Rights of Way that traverse or run adjacent to the application site to ensure safe and continuous use of the designated routes; Details must include segregation measures, warning signs, waymarking and/or temporary diversion details, and a timetable for the implementation of the approved measures;

e) A Construction Traffic Management Plan which shall show designation, layout and design of construction vehicle access points, on and off-site routes for all construction traffic, including details of traffic flows, number of daily and peak hour HGV and site personnel vehicle movements, directional signage (on and off site);

f) Temporary parking and access arrangements for site personnel, construction vehicles, contractors and visitors;

g) Provision for access by emergency vehicles;

h) Arrangements for the delivery, loading, unloading and removal of materials from site, including hours of deliveries;

i) Locations of site compounds, boundary hoarding, surfacing, drainage and any temporary structures and facilities for public viewing (where appropriate);

j) Arrangements for the storage of plant, machinery and materials used in construction of the development, including the erection and maintenance of security hoarding, and location of stock piles;

k) Measures to control, manage and mitigate the emission of dust, dirt and other pollutants during construction which shall in accordance with 'The Control of Dust Emissions from Construction and Demolition Best Practice Guidance';

l) Likely vibration impacts resulting from construction works and vehicles and procedures for monitoring impacts and proposed mitigation strategy;

m) Measures to be employed to minimise noise disturbance during construction. All mechanical plant used on site to be maintained, serviced and operated so as to minimise noise emissions;

n) Measures to be employed to control potential light disturbance;

o) Measures to be employed to prevent the formation of potential pathways for the migration of any contamination from the site to the underlying groundwater environment;

p) A scheme for the provision of wheel washing facilities for construction vehicles leaving the site;

q) A scheme for recycling or disposing of waste resulting from construction works, and;

r) Remediation measures and remediation timetable for the land on removal of the construction compound, parking and storage areas.

The approved CMP, including remediation, mitigation, management and monitoring measures shall be adhered to throughout the duration of the construction period, and the approved measures shall be retained for the duration of the construction works, unless otherwise first agreed in writing by the Local Planning Authority.

Reasons: i) To ensure the amenity of any neighbouring premises is protected from unacceptable construction disturbance; ii) In order that the proposed construction operations do not prejudice highway safety nor cause inconvenience to other highway users; iii) To ensure that construction traffic is directed along routes which are satisfactory and which minimise the impact of construction on others. These details are required prior to the commencement of the development as they form an intrinsic part of the proposal, the approval of which cannot be disaggregated from carrying out the remainder of the development.

- 4 All temporary lighting brought onto the site during the course of construction of shall only be illuminated during the agreed construction working hours and switched off at all other times. Any temporary lighting shall be removed immediately the need for it in connection with the construction of the development ceases.

Reason: To protect the visual and residential amenities of occupants and to ensure protection of the night sky.

- 5 The development shall be carried out in accordance with the approved phasing sequence (drawing number 14/042.30 Rev A) and in accordance with a detailed phasing schedule for each approved phase which shall first be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development with each approved phase of the development. The detailed phasing schedule for each agreed phase shall set out the detailed sequence of provision of development within that phase including the provision, completion and bringing into use of all ancillary infrastructure within that phase including affordable housing (to be provided in accordance with drawing number 14/042.30), hard/soft landscaping and areas of open space, sustainable surface water drainage scheme, all internal access roads and parking and manoeuvring areas, and emergency access. Any subsequent variation to the agreed phasing plan and schedule shall be first agreed in writing by the Local Planning Authority.

Reason: In the interest of proper planning of the site and visual character of the area.

- 6 No less than 14 days written notice of a) commencement of development and b) first occupation of each phase or part-phase shall be given to the Local Planning Authority prior to the commencement of works (including site clearance) on that phase.

Reason: To enable effective monitoring of the development.

- 7 No development shall take place except ground clearance, until details of the location and appearance of any sales/marketing accommodation, vehicle parking and servicing areas and associated development, such as means of



enclosure, hard surfacing, advertisements and related paraphernalia have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall include a programme and schedule for all sales/marketing related development, measures and details for the remediation, use and appearance of the sales/marketing, and parking and service areas once the need for the sales/marketing facility has ceased. Development shall be carried out in accordance with the approved details, programme and schedule.

Reason: To ensure the development is carried out in accordance with the approved plans and in the interests of visual and residential amenity.

- 8 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that order with or without modification), or unless otherwise specifically agreed through the submission of details pursuant to this permission, no fences, gates, walls or other means of enclosure shall be erected to gardens or other amenity areas where they face or directly adjoin a public open space, parking area, footpath, public right of way or highway, other than any expressly authorised by this permission. Any replacement means of enclosure shall be carried out on a like for like basis.

Reason: In the interests of visual amenity.

- 9 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that order with or without modification) no hard surface shall be provided within the curtilage of any residential unit hereby permitted where that hard surface would be adjacent to a public highway, unless shown on the approved plans.

Reason: To safeguard the contribution of landscaped private amenity areas to the visual amenity and character of the development.

- 10 No development shall take place within any particular phase or part phase of the development save for ground clearance related to that phase or part phase until samples and written details of the materials to be used in the construction of the external surfaces of all buildings (which shall include timber cladding) and associated structures within that phase, including windows and doors, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure a satisfactory appearance and finish to the development.

- 11 All wastewater/rain water goods shall be of cast iron or aluminium.

Reason: To ensure a satisfactory appearance and finish to the development.

- 12 The windows to all residential units shall be set back from the external face of the building within a minimum reveal of 80mm.

Reason: To ensure a satisfactory appearance to the development

- 13 No development shall take place until details (in the form of large scale drawings and samples as appropriate) have been submitted to and approved in writing by the Local Planning Authority in respect of the following:

- (1) External joinery (fenestration);
- (2) Eaves details;
- (3) Any mechanical ventilation/flues;
- (4) Insulation;
- (5) Samples of the materials
- (6) Repair schedules for any boundary walls;
- (7) The details of any gates proposed.

The development shall be undertaken in accordance with the approved plans and detail.

Reason: In the interest of visual amenity.

- 14 Any roof mounted solar panels to be installed during the construction and fitting out of the development of a phase or part phase shall be designed as an integral part of the roof slope and shall not project above or beyond the roof plane and the details of which shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that approved phase or part phase of the development. The development shall be carried out in accordance with the approved details.

Reason: In the interest of visual amenity.

- 15 No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of building recording in accordance with a written specification and timetable which has been submitted to and approved by the Local Planning Authority.

Reason: To ensure that historic building features are properly examined and recorded.

- 16 The existing public rights of way (PROW) that cross and/or adjoin the development site shall be retained on their existing alignment (or other such alignment as may be legally established) and shall be maintained free from obstruction both during the construction phase(s) of the development and at all times thereafter.

Reason: To ensure protection of this public amenity.

- 17 Notwithstanding details shown on the approved layout plan, prior to the commencement of the development details of the proposed on-site highway works shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include details of: the proposed roads, footways, verges, surface finishes (which shall include bound surface for the first 5 metres of the access from the highway), junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, vehicle overhanging margins, embankments, visibility splays, accesses, carriageway gradients, car parking and street furniture, together with details of how the highway works within a particular phase will integrate with preceding and acceding phases of the development. Each phase of the development shall be constructed and laid out in accordance with the approved details and completed (with the exception of the final road wearing course) prior to the first occupation of any residential unit within that phase of the development.

Reason: To ensure a satisfactory finish and appearance to the development and in the interest of highway safety.

- 18 Final finished surfacing to vehicle and pedestrian access routes shall be finished in accordance with the approved details within 3 months of the first occupation of the final unit within the phase which those roads and accesses serve.

Reason: To ensure suitable access arrangements are achieved and in the interest of visual and residential amenity.

- 19 No development shall take place on any phase or part phase except site clearance of that phase or part phase until details of sight lines at all roadway junctions within that phase or part phase have been submitted to and approved by the Local Planning Authority. The sight lines shall be provided in accordance with the approved details prior to the first occupation of any residential unit within that phase and thereafter shall be so maintained. No structure, tree or plant within the approved sight lines shall exceed 1.05 metres in height.

Reason: In the interests of road safety and convenience.

- 20 No development shall take place on any phase or part phase except site clearance until details of sight lines at the junction of all private driveways, parking courts and/or court yards with the highway within that phase or part phase have been submitted to and approved by the Local Planning Authority. The sight lines shall be provided in accordance with the approved details prior to the first occupation of the dwelling(s) it would serve and thereafter shall be so maintained; no structure, tree or plant within the approved sight lines shall

exceed 0.60 metres in height.

Reason: In the interests of road safety and convenience.

- 21 No part of the built development shall overhang, open outwards or encroach upon the public highway.

Reason: In the interest of highway safety.

- 22 Prior to the commencement of development of each respective phase of the development (as identified on drawing 14.042.30 Rev A) or as otherwise agreed in writing by the Local Planning Authority, details of vehicle parking (including bicycle and motor cycle parking) shall be submitted to and approved in writing by the Local Planning Authority. The vehicle parking facilities shall be provided in accordance with the approved details and prior to the first occupation of the dwelling that it would serve. The vehicle parking facilities/spaces shall be thereafter maintained in accordance with the approved details and shall be used solely for the benefit of the occupants or use of the development which they serve and their visitors.

Reason: In order to ensure that adequate vehicle parking is provided and maintained and in the interests of road safety and sustainability.

- 23 Prior to first occupation of any part of the development hereby permitted, a detailed Travel Plan to reduce dependency on the private car, which shall include clear and unambiguous objectives and modal split targets, together with a time-bound programme of implementation, monitoring and regular review and improvement; and be based on the particulars contained within the approved framework Travel Plan (as amended) produced in support of this application, shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Highways Agency) and thereafter operated as approved.

Reason: To minimise traffic generated by the development and to ensure that the surrounding routes continue to be an effective part of the national system of routes for through traffic in accordance with section 10 of the Highways Act 1980.

- 24 No development shall take place on any phase or part phase (including site or vegetation clearance) until full details of both hard and soft landscaping work, for that particular phase and a programme for carrying out the works, have been submitted to and approved in writing by the Local Planning Authority. The details shall include:

- A detailed survey of all trees, shrubs and hedges within the application site, including a detailed tree constraints plan, giving details of all trees that have a trunk diameter of 75mm or more, which shall include species, type, spread of crown, height,

- diameter and condition assessment;
- Details of existing trees, shrubs, hedges to be retained, identifying root protection areas - which shall provide for the retention of existing hedgerows and trees.
- A scheme of native planting plans for all areas of open space and landscaped boundaries, including front garden areas, green spaces, greenways, public amenity spaces, landscape buffers, hedgerows, tree screens, SUDS features, playable spaces and equipped area of play within the development site. Details of new trees, shrubs, hedges and grassed areas to be planted shall include details of the species and method of planting to be adopted. Schedules of plants, shrubs, hedgerows and ornamental hedging, noting species, plant sizes and proposed numbers/densities of planting.
- Measures to be taken to protect existing and new landscape work, which shall be informed by the agreed root protection areas, and which in the case of trees and hedgerows means adequate staking and guarding;
- Details of ground preparation and weed control, including cultivation and other operations associated with plant and grass establishment;
- Measures to mitigate potential impact on ecological receptors, including details of biodiversity and habitat enhancement features;
- The design, materials and details of the means of enclosure around the perimeter of the development site where development adjoins the curtilage of existing residential properties;
- The design, materials and details of all means of enclosure to the proposed residential curtilages and semi-private spaces including parking courts and play areas;
- Car parking layouts;
- Vehicle and pedestrian access routes and circulation areas;
- Hard surfacing materials for all areas, including public spaces and highway related works;
- Details of SUDS/wetland features including long and cross sections and planting;
- Other minor artefacts and structures (e.g. furniture, public art, refuse and other storage units, signs, lighting, cctv, cycle stands, steps, play equipment, bus shelters and bus stops etc.);

The above shall be used to inform the design of earthworks, berms and foundations and should refer to the requirements of BS5837:2005 - 'Trees in Relation to Construction'. The development shall be carried out in accordance with the approved details and programme.

Reason: To ensure a high quality of design, in the interests of residential amenity and enhancing the quality and enjoyment of the environment and maintaining and enhancing biodiversity corridors and green infrastructure networks. These details are required prior to the commencement of the development as they form an intrinsic part of the proposal, the approval of



which cannot be disaggregated from carrying out the remainder of the development.

- 25 All hard and soft landscaping shall be carried out in accordance with the approved details, timetable and programme of work unless otherwise first agreed in writing with the Local Planning Authority and shall thereafter maintained as such in accordance with the approved details.

Reason: To ensure a high quality of design, in the interests of residential amenity and enhancing the quality and enjoyment of the environment and maintaining and enhancing biodiversity corridors and green infrastructure networks.

- 26 During all construction works on the site, including the provision of services, hand excavation shall be undertaken through all areas of tree and hedgerow roots and all roots exceeding 50mm in diameter shall be protected and unaffected and bridging trenches, pipes and cables shall be inserted under the roots. The means of protecting and maintaining the health of roots which are exposed and of reinstating soil or other material shall be approved in writing by the Local Planning Authority prior to construction works being carried out. Works shall be carried out in accordance with the approved details.

Reason: To ensure that adequate provision is made for protection during development works of existing trees and hedgerows and in the interests of residential amenity and enhancing the quality and enjoyment of the environment.

- 27 No materials, plant, machinery, vehicles, compounds or structures (temporary or otherwise) shall be kept, stored or placed within any protected areas.

Reason: To ensure that adequate provision is made for protection during development works of existing trees and hedgerows and in the interests of residential amenity and enhancing the quality and enjoyment of the environment.

- 28 No retained tree or hedgerow, or new tree or hedgerow planted on a phase or part phase of the development shall be lopped, topped, felled, uprooted, destroyed (including severance of roots) or otherwise wilfully damaged, without the prior written agreement of the Local Planning Authority. Any part of any retained or new tree or hedgerow that is uprooted, dies, becomes diseased or is removed, within 5 years of the first occupation of any phase or part phase within which the tree or hedgerow is located shall be replaced on a like for like basis, before the end of the existing or following planting season, whichever is the sooner, following its loss. Any replacement tree or hedgerow shall thereafter be retained and maintained in accordance with the terms of this permission.

Reason: To ensure that adequate provision is made for protection during development works of existing trees and hedgerows and in the interests of residential amenity and enhancing the quality and enjoyment of the environment.

- 29 The means of enclosure to each dwelling shall be erected prior to the first occupation of that dwelling and in accordance with the approved details. The means of enclosure shall be maintained as such thereafter.

Reason: In the interests of visual amenity.

- 30 Prior to the commencement of development of each approved phase of development (in accordance with drawing number 14.042.30 Rev A) or as otherwise first agreed in writing by the Local Planning Authority, a fully detailed External Lighting Scheme for that phase shall be submitted to and approved in writing by the Local Planning Authority. Details shall include the design, position, type of illumination, and management scheme for all permanent lighting (including street lighting and lighting within areas of open space, lighting to parking courts, and lighting to public rights of way), which shall be sited so as to avoid undue disturbance to adjacent residential occupants and in accordance with the recommendations of the Bat Conservation Trust Lighting Guidance. The external lighting within each respective phase shall be installed and operated in accordance with the approved details and prior to the first occupation of any dwelling within that phase and thereafter retained and managed as approved.

Reason: In the interest of visual amenity, public safety and to safeguard protected species, and to avoid undue light pollution of the night sky

- 31 Prior to the construction of any building on any phase or part phase of development (in accordance with drawing number 14.042.30 Rev A or as otherwise first agreed in writing by the Local Planning Authority), details of refuse storage areas, and recycling facilities and methods of refuse and waste disposal to serve the buildings provided in that phase or part phase shall be submitted to and approved in writing by the Local Planning Authority. The refuse storage/recycling areas shall be put in place and made available prior to the first occupation of the unit(s) which they serve in accordance with the approved details, and shall be retained thereafter for such purposes.

Reason: To ensure suitable provision for refuse and waste disposal are made.

- 32 No development shall take place until the applicant, or their agent or successors in title has secured the implementation of a programme of archaeological work in accordance with a written specification and timetable which has been submitted to and approved in writing by the Local Planning Authority. The archaeological work shall be undertaken in accordance with the

approved programme and timetable, unless otherwise first agreed in writing by the Local Planning Authority.

Reason: To ensure that features of archaeological interest are properly examined and recorded. These details are required prior to the commencement of the development as they form an intrinsic part of the proposal, the approval of which cannot be disaggregated from carrying out the remainder of the development.

- 33 If in the event that, at any time during the construction of the development, contamination is found that was not previously identified, development shall cease and it shall be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment shall be undertaken and where remediation is deemed necessary by the Local Planning Authority, a remediation scheme shall be prepared. The results of the remediation scheme shall be submitted in writing to the Local Planning Authority. Following completion of all measures identified in the approved remediation scheme a verification report shall be prepared and submitted to and approved in writing by the Local Planning Authority prior to the recommencement of development work on the site.

Reason: To ensure that risks from land contamination to the future uses of the land and neighbouring land, together with those controlled waters, property and ecological systems are minimized and to ensure that the development can be carried out — ~~fe~~ without unacceptable risk to workers, neighbours and other off-site receptors.

- 34 No development shall take place until a detailed site-wide sustainable surface water drainage scheme (based on SUDS principles) has been submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall demonstrate that the surface water run-off generated by extreme rainfall events (up to and including the 100 year critical storm with a suitable allowance for climate change) can be contained and disposed of within the site boundary without adversely impacting upon existing neighbouring or proposed properties, and shall demonstrate how this objective will be met as each phase of the development comes forward. The drainage scheme shall include measures to prevent the discharge of surface water onto the highway and shall confirm how the scheme shall be managed, monitored and maintained after substantial completion of each development phase, and over the lifetime of the development. The scheme shall be accompanied by all appropriate drawings and calculations to demonstrate that sufficient storage and conveyance will be provided at the substantial completion of each successive phase of the development. The scheme shall be carried out in accordance with the approved phasing plan and schedule and thereafter managed and maintained in accordance with the approved details and timetable.

Reason: To prevent on-site flooding and an increased risk of flooding off-site.

- 35 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details.

Reason: To protect vulnerable groundwater resources.

- 36 No development shall take place until a detailed 'Foul Sewerage Disposal Strategy' and implementation program, the setting out details of foul water and sewerage capacity, the proposed means and provision of, on-site and off-site foul sewerage disposal to serve the development, has been submitted to and approved in writing by the Local Planning Authority. The strategy shall demonstrate how adequate foul sewerage disposal infrastructure can be achieved and delivered without causing adverse impact on the existing network. The strategy shall include a detailed programme for the delivery of the necessary infrastructure improvements identified, whether as part of a phased implementation or full implementation. The development shall be carried out and completed in accordance with the agreed strategy and implementation programme, unless otherwise first agreed in writing by the Local Planning Authority.

Reason: To ensure that adequate capacity in the local sewerage network is available to serve the additional demand created by the development and to prevent an increased risk of flooding off-site.

- 37 The open areas within the development site shall remain open and available for public access and no fences, gates, or other means of enclosure shall be placed or erected to preclude access to these areas at any time without the prior approval of the Local Planning Authority.

Reason: In the interests of permeability throughout the site and to ensure suitable open space provision for future and existing residents.

- 38 No external meter cupboards, vents or flues shall be installed on any external elevation without the prior agreement in writing of the Local Planning Authority.

Reason: To secure a high standard of design.

- 39 The development shall be carried out in accordance with the proposed mitigation as set out within the submitted bat and reptile reports (undertaken by Greenspace Ecological Solutions), with all mitigation in place before works commencement on site where necessary.

Reason: To ensure the safeguarding of the biodiversity on site

In reaching the decision to grant planning permission, the Local Planning Authority has taken into account the requirement in Section 38(6) of the Planning and Compulsory Purchase Act 2004 to determine the application in accordance with the Development Plan, the policies of the Development Plan and all other material considerations. Policies are referred to in conditions where appropriate.

In accordance with paragraphs 186 and 187 of the NPPF, Dover District Council (DDC) takes a positive and proactive approach to development proposals focused on solutions. DDC works with applicants/agents in a positive and proactive manner by: Offering a pre-application advice service; where possible, suggesting solutions to secure a successful outcome; and, as appropriate, updating applicants/agents of any issues that may arise in the processing of their application. In this instance:

Dated:

DISTRICT COUNCIL OFFICES  
WHITE CLIFFS BUSINESS PARK  
DOVER KENT CT16 8B1  
TEL:DOVER (01304) 821199

Signed:

For Mike Eblenham  
Head of Regeneration & Development

**DRAFT**

YOUR ATTENTION IS DRAWN TO THE REQUIREMENTS OF THE CONDITIONS SET OUT IN THIS DECISION NOTICE. THE PLANNING PERMISSION IS CONDITIONAL ON COMPLIANCE WITH THESE REQUIREMENTS. SOME CONDITIONS MAY REQUIRE THE SUBMISSION AND APPROVAL OF FURTHER DETAILS BEFORE ANY WORK IS COMMENCED AND SUCH SUBMISSIONS WILL BE SUBJECT TO A FURTHER FEE.

ANY CHANGE TO THE APPROVED PLANS IS LIKELY TO REQUIRE A FURTHER PLANNING PERMISSION.

FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY LEAD TO LEGAL ACTION BY THE DISTRICT COUNCIL AND /OR MEAN THAT THE PERMISSION IS VOID.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES AND ANY LETTER ACCOMPANYING THIS NOTICE