

DATE: 25 April

2022

**DOVER DISTRICT COUNCIL**

and

**EMERVEST LIMITED**

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**PLANNING OBLIGATION BY DEED OF AGREEMENT**  
Pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Relating to the development of  
land  
on the west side of York Street,  
Dover

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THIS DEED is made the 25 day of April 2022

## **PARTIES**

- (1) DOVER DISTRICT COUNCIL ("the District Council") of White Cliffs Business Park, Dover, Kent, CT16 3PJ
- (2) EMERVEST LIMITED ("the Owner") (Company Registration No. 11424898) whose registered office is 34 Croydon Road, Caterham, United Kingdom, CR3 6QB

## **RECITALS**

- 1 The Owner is the freehold owner of the Land being land registered under title numbers TT104666 and K212750.
- 2 The District Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated.
- 3 The County Council is the County Planning Authority and Local Education Authority and is responsible for the provision of education and library services for the area in which the Land is situated.
- 4 The Planning Application has been submitted by the Owner to the District Council seeking permission to undertake the Development and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed the need for which would not be generated but for the Development.
- 5 The District Council resolved on 15 July 2021 to grant planning permission to carry out the Development subject to the prior completion of this Deed and the conditions to which the Planning Permission is expressed to be subject.

**NOW THIS DEED WITNESSETH** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

In this Deed the following words and phrases shall have the following meanings:

"the Act"

means the Town and Country Planning

Act 1990 as amended

“Adult Social Services Contribution”

means a contribution towards the cost of adult learning at Dover Adult Education Centre

“Commencement of the Development”

means the Development on the Land by the carrying out of a material operation pursuant to the Planning Application within the meaning of section 56(4) of the Act save that for the purposes of this Deed and for no other purpose operations consisting of:

- (a) site clearance
- (b) demolition work
- (c) archaeological investigations
- (d) investigations for the purpose of assessing ground conditions
- (e) remedial work in respect of any contamination or other adverse ground conditions
- (f) diversion and laying of services
- (g) erection of temporary means of enclosure
- (h) the temporary display of site notices or advertisements

shall not amount to commencement and all references to commencement shall be construed accordingly

"the Contributions"	means the NHS Contribution, the Secondary Education Contribution, the Adult Social Services Contribution, the Youth Services Contribution, the Library Contribution and the Social Care Contribution
"The County Council"	means The Kent County Council of County Hall, Maidstone, Kent ME14 1XQ
"County Council Index"	means the General Building Costs Index as prepared by the BCIS for the RICS or such other index as the County Council may reasonably nominate in the event that the Index shall no longer be published or its name or methodology be materially altered
"the Development"	The development of the Land and for use in the manner as set out in the Planning Application
"the Disputes Resolution Procedure"	means the procedure referred to in clause 12 and set out in the Fourth Schedule hereto
"the District Council's Costs"	means the sum of £1100 being the agreed contribution to the District Council's proper and reasonable legal and administrative costs for the preparation, execution and registration of this Deed
"the Draft Conditions"	means the draft conditions to be

attached to the Planning Permission set out in Appendix 1 to this Deed.

“Dwelling”

means a residential unit constructed on the Land pursuant to the Planning Permission

“the Further Viability Report”

means a viability report to be prepared by an appropriately qualified professional on behalf of the Owner and submitted to the District Council for approval

“the Index”

means the “all Items” index figure of the Index of Retail Prices published by the Office for National Statistics or such other index as the District Council may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered

“Interest”

Interest at 4 per cent above the base rate of the HSBC Bank Plc from time to time

“the Land”

means the land shown edged red on the Plan and being land on the west side of York Street, Dover, against which this Deed may be enforced

“Library Contribution”

means a contribution towards the provision of additional bookstock at Dover Library

“Monitoring Fee”

means the sum of £236 paid as a

contribution towards the costs of monitoring the compliance of the Development with the terms of this Deed

“NHS Contribution”

means a contribution towards the cost of increasing the capacity of GP services in Dover.

“Occupation”

Means occupation for any purpose permitted by the Planning Permission but does not include occupation by personnel engaged in the construction fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or long leasehold interest to a third party Occupation commences the date of legal completion of the sale rather than exchange of contracts and "Occupy" "Occupier" "Occupiers" and "Occupied" shall be construed accordingly

“the Plan”

means the plan attached to this Deed at appendix 2

“the Planning Application”

means the application for planning permission to carry out the Development on the Land and given the District Council's reference number **DOV/20/00510**

“the Planning Permission”

means the planning permission to be granted by the District Council pursuant to the Planning Application

“the Review”	means a review of the Further Viability Report to be prepared by an appropriately qualified professional on behalf of the Council
“the Review Costs”	means the costs reasonably incurred by the District Council in obtaining the Review
“Secondary Education Contribution”	means a contribution toward the costs of the expansion of the Dover Grammar School for Girls
“Social Care Contribution”	means a contribution towards the provision of social care services within the district
“Statutory Undertakers”	means statutory undertakers as defined in Article 2 of the Town and Country Planning (General Permitted Development) Order 2015.
“SPA Contribution”	means the sum of £871.63 paid as a contribution towards the Thanet Coast and Sandwich Bay Special Protection Area Mitigation Strategy
“Trigger Date”	means each date upon which a Trigger Event occurs
“Trigger Event”	means an event that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed
“Youth Services Contribution”	means a contribution towards the provision of youth services for the

Dover Youth Service



## **2. CONSTRUCTION OF THIS DEED**

- 2.1 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.
- 2.2 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment for the time being in force and shall include all statutory instruments directions orders regulations plans permissions or byelaws for the time being made issued or given under the statute or deriving validity from it.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Words importing persons include companies corporations and firms and vice versa.
- 2.5 Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 2.6 Headings are for ease of reference only and shall not be construed as part of this Deed.
- 2.7 Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Deed.
- 2.8 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and/or against each individually unless there is an express provision otherwise.
- 2.9 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

## **3 STATUTORY PROVISIONS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 All the covenants restrictions and requirements contained herein create planning obligations pursuant to Section 106 of the Act and are entered into by the Owners to the intent that it shall bind the Owner and their successors

in title to each and every part of the Land and their assigns and shall be enforceable by the District Council against the Owner.

#### **4      CONDITIONALITY**

This Deed is conditional on:

- (i)      the grant of the Planning Permission; and
  - (ii)     the Commencement of Development
- save for the provisions of clauses: 3, 4, 5.2.1, 5.2.4, 7.3, 7.7, 7.8, 11,12, 14 and 15

#### **5      THE OWNER'S COVENANTS**

5.1     The Owner covenants with the District Council to observe the restrictions and perform the obligations set out in the First Schedule.

5.2     The Owner covenants with the District Council:

5.2.1     to give notice to the District Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("the Commencement Notice").

5.2.2     Within 14 (fourteen) days after any Trigger Date to notify the District Council of the date and the Trigger Event that occurred on the Trigger Date.

5.2.3     To retain such records and information and within 14 (fourteen) days of a written request by the District Council to provide the District Council with such records and information as the District Council request to enable the District Council to satisfy itself that the Owner is complying with all their obligations under this Deed and the conditions to be attached to the Planning Permission.

5.2.4     To pay the District Council's Costs on the completion of this Deed.

#### **6      THE DISTRICT COUNCIL'S COVENANTS**

The District Council covenants with the Owner to perform the obligations set out in the Second Schedule.

## **7 MISCELLANEOUS**

- 7.1 No person shall be liable for a breach of any of the planning obligations or other provisions of this Deed after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs pursuant to a disposal at open market value to an unconnected third party but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.2 This Deed shall determine and cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or modified other than at the request of the Owner by the District Council pursuant to the Act without the written consent of the Owner or if the Planning Permission expires or is otherwise withdrawn prior to the Commencement of Development.
- 7.3 If the District Council agrees pursuant to an application by the Owner under Section 73 or 73A of the Planning Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal by the Owner under Section 78 of the Planning Act this Agreement shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Planning Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such varied permission
- 7.4 Any notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant party as described in this Deed or such other address as shall have been notified in writing to the party giving the notice consent or approval and in the case of a notice to be served on the District Council it should be addressed to the Head of Planning, Regeneration and Development quoting reference: DOV/ 20/00510 and in the case of the County Council marked for the attention of the Office of the General Counsel quoting reference: KEN
- 7.5 Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or

authority shall (unless otherwise stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Deed.

- 7.6 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.
- 7.7 This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 7.8 Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.9 No variation or modification of this Deed shall be valid unless made by Deed and executed by all the parties or their respective successors.
- 7.10 This Deed does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.11 Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 7.12 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 7.13 This Deed shall not be enforceable against owner-occupiers or tenants of individual dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.14 This Deed shall not be enforceable against Statutory Undertakers holding land for their operational purposes.
- 7.15 This Deed shall not be enforceable against a Registered Provider.
- 7.16 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission including any new permission granted pursuant to an application by the Owner under Section 73 or 73A of the Act) granted (whether or not on appeal) after the date of this Deed.

## **8 WAIVER**

No waiver (whether express or implied) by the District Council or the County Council or the Owner of any breach or default by another party in performing or observing any of the covenants and terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any

subsequent breach or default in respect thereto by that party.

**9 INDEXATION**

Any sum which become payable under this Deed other than the District Council's Costs and the County Council's Costs shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

**10 OVERDUE PAYMENT**

In the event of any delay in making payment required under this Deed Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.

**11 CHANGE IN OWNERSHIP**

The Owner agrees with the District Council to give the District Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a scale plan.

**12 DISPUTE RESOLUTION**

12.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Dispute Resolution Procedure set out in the Forth Schedule.

12.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute.

**13 RIGHT OF INSPECTION**

The Owner shall upon reasonable notice (without prejudice to the District Council's and the County Council's statutory rights of entry) permit any person duly authorised by the District Council or the County Council to enter that part of the Land that is being or has been developed pursuant to the Planning Application to ascertain whether there is or has been any breach of the obligations hereunder and any such person authorised by the District Council or the County Council shall observe all reasonable site security access and health and safety arrangements PROVIDED THAT in the event of the District Council or the County Council being concerned with regard to a

possible breach it shall use its reasonable endeavours to notify the Owner as soon as reasonably practicable in order that the matter may be discussed with the Owner and any remedial action agreed if appropriate but FURTHER PROVIDED THAT nothing within this clause 14 shall prevent the District Council or the County Council from exercising any statutory right of entry or inspection or from taking legal proceedings to enforce the obligations set out herein.

#### **14 DETERMINING THE QUANTUM OF THE CONTRIBUTIONS**

14.1 The Owner shall submit the Further Viability Report to the District Council for approval in accordance with the provisions of paragraph 1 of the First Schedule.

14.2 Following receipt of the Further Viability Report the District Council shall commission the Review.

14.3 Following the receipt of the Review the Head of Planning, Regeneration and Development shall determine the appropriate sums, if any, to be paid by the Owner in respect of the Contributions provided that:

14.3.1 the Head of Planning, Regeneration and Development may seek such further advice as she considers necessary in assessing the value of the Contributions

14.3.2 the Head of Planning, Regeneration and Development may if she considers it necessary refer the matter to the Planning Committee to determine

14.3.3 the Head of Planning, Regeneration and Development shall act reasonably

14.4 If the process in clause 14.3 above should result in the Head of Planning, Regeneration and Development determining that the Development is able to support the payment of the Contributions the District Council shall consult the County Council on the matter of the allocation of any available funds to those contributions that are to be paid to the District Council on behalf of the County Council.

14.5 The determinations of the Head of Planning, Regeneration and Development shall be communicated to the County Council and the Owner in writing.

15 **JURISDICTION**

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

**IN WITNESS** whereof this Agreement has been duly executed as a Deed by the parties the day and year first before written

## FIRST SCHEDULE

The Owner covenants with the District Council as follows:

### 1. Further Viability Report

If the Commencement of Development does not occur within one calendar year of the date of this deed the Owner shall:

- 1.1 Submit the Further Viability Report to the District Council prior to the Occupation of a 15<sup>th</sup> Dwelling and for the avoidance of doubt such Further Viability Review shall not be submitted within one calendar year of the date of this deed
- 1.2 Not occupy or permit the Occupation of more than 14 Dwellings unless and until the Further Viability Report has been submitted to the District Council and approved in writing
- 1.3 Not Occupy or permit the Occupation of more than 14 Dwellings until the quantum of the Contributions has been determined following the Review.
- 1.4 Pay the Review Costs to the District Council on the submission of the Further Viability Review required by paragraph 1.1 of this First Schedule.

### 2. Payment of the Contributions

If the Commencement of Development does not occur within one calendar year of the date of this deed **AND** should the process described in clause 14.3 above result in the Head of Planning, Regeneration and Development determining that the Development is able to support the payment of the Contributions the Owner shall:

- 2.1 Pay the Contributions to the District Council prior to the Occupation of 20 Dwellings.
- 2.2 Not Occupy or permit the Occupation of more than 19 Dwellings unless and until the Contributions have been paid to the District Council.

### 3. SPA Contribution

3.1 On or before the Commencement of the Development to pay the Council the SPA Contribution and not to permit the Commencement of the Development until the SPA Contribution has been paid to the District Council.



4. Monitoring fee

- 4.1 To pay the Monitoring Fee to the District Council for each Trigger Event that occurs under this Deed. Payment to be made when notification of any Trigger Event is given to the District Council in accordance with clause 5.2.2.

**SECOND SCHEDULE**  
**The District Council's Covenants**

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed
2. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree
3. At the payee's request to return any part of the sums aforesaid which shall not have been used for the purposes set out above within a period of 10 years from the date of the payment of the last contribution together with simple interest at the base rate prevailing from time to time of HSBC Bank Plc calculated from the date of receipt of the relevant sum by the District Council as evidenced by the District Council's official receipt provided that the District Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request
4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when the District Council is satisfied that such obligations have been performed

### **THIRD SCHEDULE**

#### **Dispute Resolution Procedure**

- 1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to paragraph 1 of this Schedule or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following:  
declaratory relief, injunction, specific performance, payment of any sum,

damages, any other means of enforcing this Deed and consequential and interim orders and relief.

APPENDIX 1  
Draft Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.

Reason: To comply with the requirements of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 (or any legislation revoking or re-enacting that legislation with or without modification).

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

AS PL 03 Rev. B

AS PL 04 Rev. B

AS PL 05 Rev. B

AS PL 06 Rev. B

AS PL 07 Rev. B

AS PL 08 Rev. B

AS PL 09 Rev. B

AS PL 10 Rev. B

AS PL 11 Rev. B

AS PL 12 Rev. B

AS PL 13 Rev. B

AS PL 14 Rev. C

AS PL 15 Rev. C

AS PL 16 Rev. B

Reason: For the avoidance of doubt.

3. No development above ground level shall take place until samples of materials to be used in the construction of the external surfaces of the building hereby permitted have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity.

4. Full details of all external windows and doors, including their frames, surrounds and glazing bars, together with details of the depth of window and door reveals, in the form of half or full-size cross section drawings, shall be submitted to and approved in writing by the local planning authority before any works (including window openings) are carried out in connection with those details. The works shall be carried out in accordance with the approved details.

Reason: No such details have been submitted, and in the interests of visual amenity.

5. Full details of the copings to the top of walls, railings to balconies, expansion joints, recessed and protruding brickwork detailing, rainwater goods, fasciae and eaves in the form of plan, elevation and section drawings at a scale of 1:5, shall be submitted to and approved in writing by the local planning authority before any works are carried out in connection with those details. The works shall be carried out in accordance with the approved details.

Reason: No such details have been submitted, and in the interests of visual amenity.

6. Prior to the installation of any external plant, air conditioning units, flues, vents, satellite dishes or antennas, details of the installations in the form of plans and elevations shall be submitted to and approved in writing by the local planning authority. The works shall be carried out in accordance with the approved details. No external plant, air conditioning units, flues, vents, satellite dishes or antennas shall be installed other than those which are approved.

Reason: No such details have been submitted, and in the interests of visual amenity.

7. The development hereby permitted shall not be occupied until a landscaping scheme for the site has been submitted to and approved in writing by the local planning authority. The said scheme shall include hard and soft landscaping; materials to be used for the deck of the balconies; tree/hedge/shrub planting plans, together with details of their containers, if proposed; written specifications; schedules of species, sizes and proposed numbers/densities where appropriate. Hereafter, the approved landscaping scheme shall be carried out fully within 12 months of the completion of the development. Any trees or other plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species unless the local planning authority give prior written consent to any variation.

Reason: No such details have been submitted, and in the interests of visual amenity.

8. Prior to the first occupation of the development, details for the provision of double yellow lines to be provided to Adrian Street in the form of plans shall be submitted to and approved in writing by the local planning authority. The approved double yellow lines shall be completed prior to the first occupation of the development hereby approved.

Reason: In the interests of highway safety.

9. Prior to the first occupation of the development, details of bicycle storage facilities shall be submitted to and approved in writing by the local planning authority. The approved bicycle storage shall be completed prior to the first occupation of the development and shall thereafter be retained solely for that purpose.

Reason: To ensure the provision and retention of adequate off-street parking facilities for bicycles in the interests of highway safety.

10. No development above ground shall take place until details of refuse and recycling storage have been submitted to and approved in writing by the local planning authority. The approved works shall be provided prior to the first occupation of the development to which the details relate and shall thereafter be kept available for their approved purpose at all times.

Reason: In order to ensure satisfactory provision of on-site storage for refuse and recycling facilities.

11. No development shall take place until a programme of archaeological work (which shall include a written specification and timetable) and demolition method statement, including details of how any unexploded ordnance would be addressed and the site made safe, has been submitted to and approved in writing by the local planning authority. The demolition shall thereafter be carried out in accordance with the approved demolition method statement. Following demolition, the approved programme of archaeological work shall be carried out in accordance with the approved details. Following completion of the programme of archaeological work a report shall be submitted and approved in writing by the local planning authority which examines and records the findings, including how finds recovered from the site which are not to be preserved in situ will be treated (including a timetable for actions), and, where required, how any important archaeology will be preserved in situ. Finally, a report, which shall include details of the archaeological remains on site and details of all below ground development (including, but not limited to, foundations and services) demonstrating that any archaeological remains which are to be preserved in situ will not be unacceptably harmed, shall be submitted to and approved in

writing by the local planning authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure appropriate assessment of the archaeological implications of the development proposals and the subsequent mitigation of adverse impacts through preservation in situ or by record. 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 the carrying out of the rest of the development.

12. No development, other than demolition, shall take place until a detailed scheme for the disposal of foul sewage, which shall include provision for works on site and works off site and details of the precise alignment of the public sewer and measures to safeguard it or divert it, as necessary, together with a programme for implementation and long-term maintenance, has been submitted to and approved in writing by the local planning authority. The approved scheme shall be fully implemented and operational before any of the dwellings hereby permitted are first occupied and shall be maintained in accordance with the approved scheme thereafter. For the avoidance of doubt, the scheme for the disposal of foul sewerage shall include engineering drawings and calculations.

Reason: These details are required prior to the commencement of the development to ensure the development is served by satisfactory arrangements for the disposal of foul sewage.

13. No development, other than demolition, shall take place until a detailed scheme for the disposal of the site's surface water, comprising engineering drawings and calculations, and designed in accordance with the principles of sustainable urban drainage, together with programme for implementation and long term maintenance, has been submitted to and approved in writing by the local planning authority. The approved scheme shall be fully implemented and a verification report, demonstrating that the approved scheme has been fully implemented and is operational shall be submitted before any of the dwellings hereby permitted are first occupied. The surface water drainage scheme shall be maintained in accordance with the approved details thereafter. There shall be no infiltration of surface water other than that which is approved.

Reason: These details are required prior to the commencement of the development in order to reduce the impact of the development on flooding, manage run-off flow rates, protect water quality and improve the appearance of the development.

14. All dwellings shall be designed to ensure that the internal unoccupied noise levels in living rooms and bedrooms accord with British Standard 8233:2014 – 'Guidance on sound insulation and noise reduction for buildings' (or any equivalent replacement guidance) in accordance with details to be submitted to and approved in writing by the local planning authority. The approved details shall be completed before the dwellings are first occupied, and thereafter shall be retained in that form.

Reason: In order to protect the occupiers of the dwellings from undue disturbance by noise.

15. If unexpected contamination is found at any time when carrying out the approved development, it must be reported in writing to the local planning authority and development shall cease. A programme and timetable for an investigation and risk assessment shall be submitted to and approved in writing by the local planning authority. The investigation and risk assessment shall thereafter be carried out in accordance with the approved details and the approved timetable. Where remediation is necessary a remediation scheme shall be submitted to and approved in writing by the local planning authority and the approved scheme shall be carried out. Following completion of the



remediation scheme a verification report that demonstrates the effectiveness of the remediation carried out must be prepared and submitted for approval in writing by the local planning authority before development recommences.

Reason: To ensure that risks from land contamination to the future users of land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems.

16. No development shall take place until an unexploded ordnance risk assessment has been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved assessment.

Reason: Whilst there is no known unexploded ordnance at the site, which comprises previously developed land, this condition is required to ensure that potential risks from any unexploded ordnance is fully understood and minimised, in the interests of human health and safety, contamination and archaeology. These details are required prior to the commencement of the development as any risks need to be understood and mitigated for before development commences.

17. Prior to the first occupation of the development hereby approved a scheme for the enhancement of biodiversity on the site shall be submitted to and approved in writing by the local planning authority. The approved scheme shall take account of any protected species that have been identified on the site and include a timetable for implementation. The development shall be carried out in accordance with the approved details.

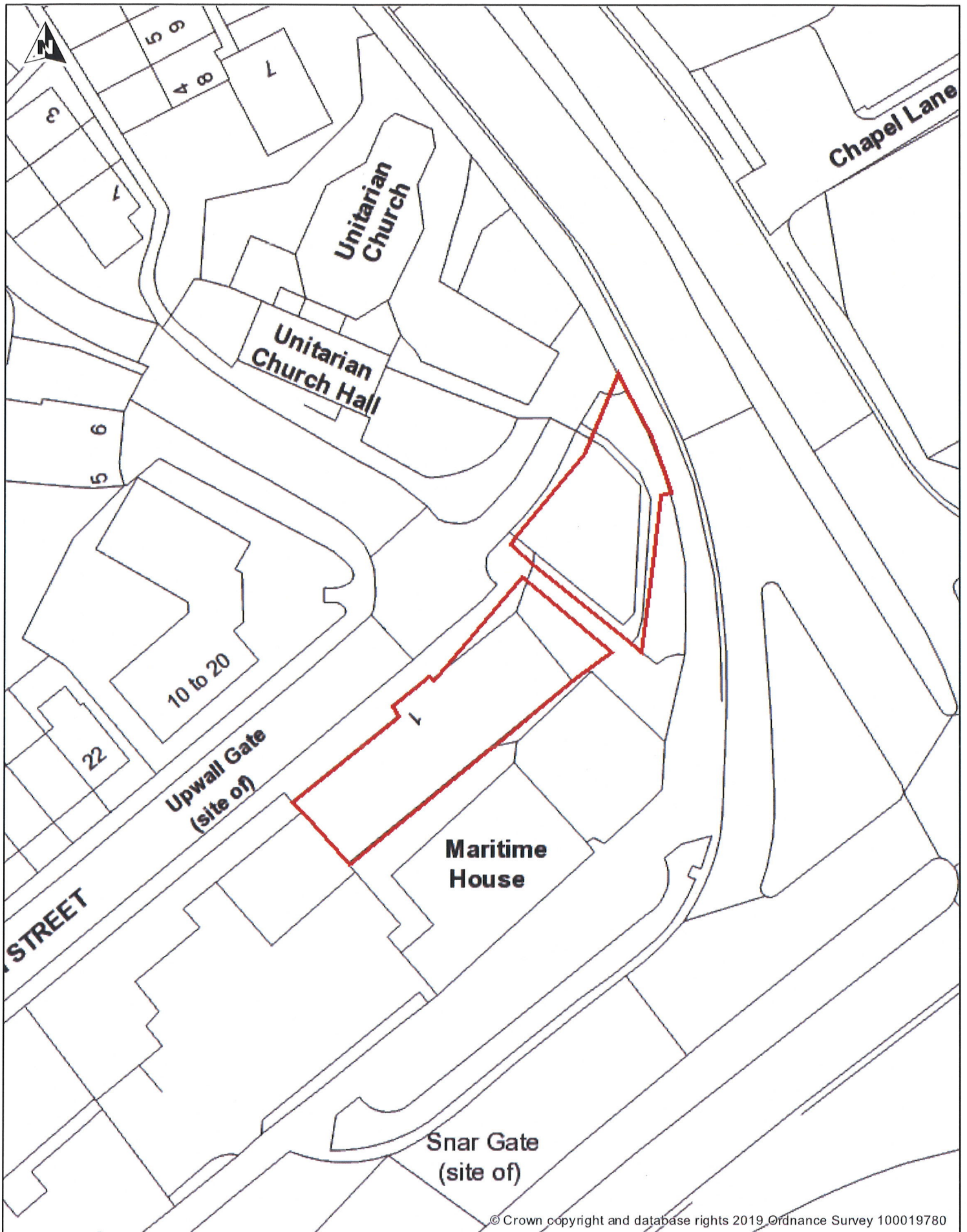
Reason: To protect and enhance existing species and habitat on the site in the future

18. No development shall take place until a Construction Management Plan has been submitted to and approved in writing by the local planning authority. The said plan shall include details of: areas for the loading and unloading of plant and materials; parking areas for construction workers; temporary access arrangements; hours of construction working; machine operated plant to be used; temporary lighting; measures to control the emission of dust and dirt during construction; and temporary hoarding/fencing. The approved Construction Management Plan shall be fully complied with throughout the construction period.

Reason: These details are required prior to the commencement of the development in the interests of minimising the impact of the development during the construction phase.

## APPENDIX 2

### The Plan



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20/00510

Karma Leisure Ltd  
Adrian Street, Dover  
CT17 9AT

Dover District Council  
Honeywood Close  
White Cliffs Business Park  
Whitfield  
DOVER  
CT16 3PJ



Executed as a deed by affixing the  
Common seal of **DOVER DISTRICT  
COUNCIL** in the presence of:

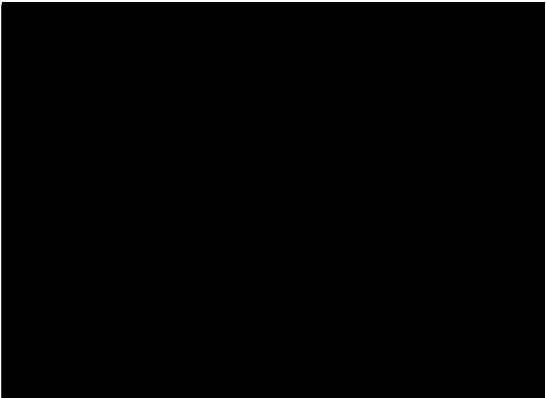


d Signatory

**Executed** as a deed by  
**Emervest Limited** acting by a  
director in the presence of:-



Witness' Signature



Date 25 April 2022

- (1) DOVER DISTRICT  
COUNCIL
- (2) EMERVEST LIMITED

**PLANNING OBLIGATION BY DEED  
OF AGREEMENT**

pursuant to Section 106 of the  
Town and Country Planning Act 1990  
Relating to the development of land  
on the west side of York Street,  
Dover

Legal Services  
Dover District Council  
White Cliffs Business Park  
Dover  
Kent CT16 3PJ

Ref: **DOV/ 20/00510**