

DATE: 14 September 2022

**DOVER DISTRICT COUNCIL**

and

**GOODWILL SIP 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 at the former Magistrates  
Court, Pencester Road, Dover

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THIS DEED is made the 14<sup>th</sup> day of September 2022

### **PARTIES**

- (1) DOVER DISTRICT COUNCIL ("the District Council") of White Cliffs Business Park, Dover, Kent, CT16 3PJ
- (2) GOODWILL SIP LIMITED ("the Owner") (Company Registration No. 05101134) whose registered office is 114-116 Goodmayes Road, Ilford, Essex, IG3 9UZ

### **RECITALS**

- 1 The Owner is the freehold owner of the Land being land registered under the title number K108135 ("the Title")
- 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 intends to grant planning permission to carry out the Development pursuant to its scheme of officer delegations and 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 Accessible Green Space Contribution”

means the sum of £1,443.88 towards the provision of accessible green space at the Pencester Gardens public open space area

“the Act”

means the Town and Country Planning Act 1990 as amended

“the Allotments Contribution”

means the sum of £24.28 towards the provision of allotments or community gardens at the Pencester Gardens public open space area

“Children’s Equipped Play Space Contribution”

means the sum of £5,199.94 as a contribution towards the provision of children’s equipped play space at the Pencester Gardens public open space area

“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 Community Learning Contribution”

means the sum of £197.04 as a contribution towards the provision of additional equipment and resources for adult learners at Dover Adult Education Centre

“the County Council”

means The Kent County Council of County Hall, Maidstone, Kent ME14 1XQ

“the County Council Contributions”

means the Secondary Education Contribution, the Community Learning Contribution, the Youth Service Contribution, the Library Contribution and the Social Care Contribution

“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 by the erection of a three storey building incorporating 12 flats and associated parking 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 Third Schedule hereto

“the District Council Contributions”

means the Accessible Green Space Contribution, the Outdoor Sports Facilities Contribution, the Children’s Equipped Play Space Contribution, the Allotments Contribution and the SPA Contribution

“the District Council’s Costs”

means the sum of £880 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.

“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 known as land at the Magistrates Court, Pencester Road, Dover against which this Deed may be enforced as shown more particularly edged red on the attached Plan

"Library Contribution"

means the sum of £665.40 towards the provision of services and stock at Dover Library

"Monitoring Fee"

means the sum of £236 to be paid to the District Council as a contribution towards monitoring the compliance of the Development with the terms of this Deed

"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 Outdoor Sports Facilities Contribution"	means the sum of £5,382.68 as a contribution towards the provision of outdoor sports facilities at the Pencester Gardens public open space area
"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 <b>DOV/20/01014</b>
"the Planning Permission"	means the planning permission to be granted by the District Council pursuant to the Planning Application
"the Secondary Education Contribution"	means the sum of £4,540.00 as a contribution towards the provision of secondary school places in the Dover district
"the Social Care Contribution"	means the sum of £1,762.56 towards the provision of specialist care accommodation within the Dover district
"the SPA Contribution"	means the sum £707.51 towards the Thanet Coast and Sandwich Bay Special Protection Area Mitigation Strategy
"Trigger Date"	means each date upon which an event occurs that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under

this Deed

“the Youth Service Contribution”

means the sum of £786.00 towards the provision of additional resources 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 Owners 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 Owners.

#### **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, 5.2.5, 7.3, 7.7, 7.8, 11,12, and 14

#### **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 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.

5.2.5   To pay to the District Council a Monitoring Fee within 21 Working Days of each Trigger Date.

#### **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 by the District Council pursuant to the Act without the written consent of the Owners 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-/01014 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 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 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 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 becomes payable under this Deed other than the District 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 becomes payable in respect of the District Council Contributions and by an amount equivalent to the increase in the County Council Index from the date hereof until the date on which such sums become payable in respect of the County Council Contributions.

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 Third 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 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. To pay the Secondary Education Contribution to the District Council on behalf of the County Council prior to the Commencement of Development.
2. Not to Commence the Development unless and until the Secondary Education Contribution has been paid to the District Council on behalf of the County Council.
3. To pay the Community Learning Contribution to the District Council on behalf of the County Council prior to the Commencement of Development.
4. Not to Commence the Development unless and until the Community Learning Contribution has been paid to the District Council on behalf of the County Council.
5. To pay the Youth Service Contribution to the District Council on behalf of the County Council prior to the Commencement of Development.
6. Not to Commence the Development unless and until the Youth Service Contribution has been paid to the District Council on behalf of the County Council.
7. To pay the Library Contribution to the District Council on behalf of the County Council prior to the Commencement of Development.
8. Not to Commence the Development unless and until the Library Contribution has been paid to the District Council on behalf of the County Council.
9. To pay the Social Care Contribution to the District Council on behalf of the County Council prior to the Commencement of Development.
10. Not to Commence the Development unless and until the Social Care Contribution has been paid to the District Council on behalf of the County Council.



11. To pay the Accessible Green Space Contribution to the District Council prior to the Commencement of Development.
12. Not to Commence the Development unless and until the Accessible Green Space Contribution has been paid to the District Council.
13. To pay the Outdoor Sports Facilities Contribution to the District Council prior to the Commencement of Development.
14. Not to Commence the Development unless and until the Outdoor Sports Facilities Contribution has been paid to the District Council.
15. To pay the Children's Equipped Play Space Contribution to the District Council prior to the Commencement of Development.
16. Not to Commence the Development unless and until the Children's Equipped Play Space Contribution has been paid to the District Council.
17. To pay the Allotments Contribution to the District Council prior to the Commencement of Development.
18. Not to Commence the Development unless and until the Allotments Contribution has been paid to the District Council.
19. To pay the SPA Contribution to the District Council prior to the Commencement of Development.
20. Not to Commence the Development unless and until the SPA Contribution has been paid to the District Council.

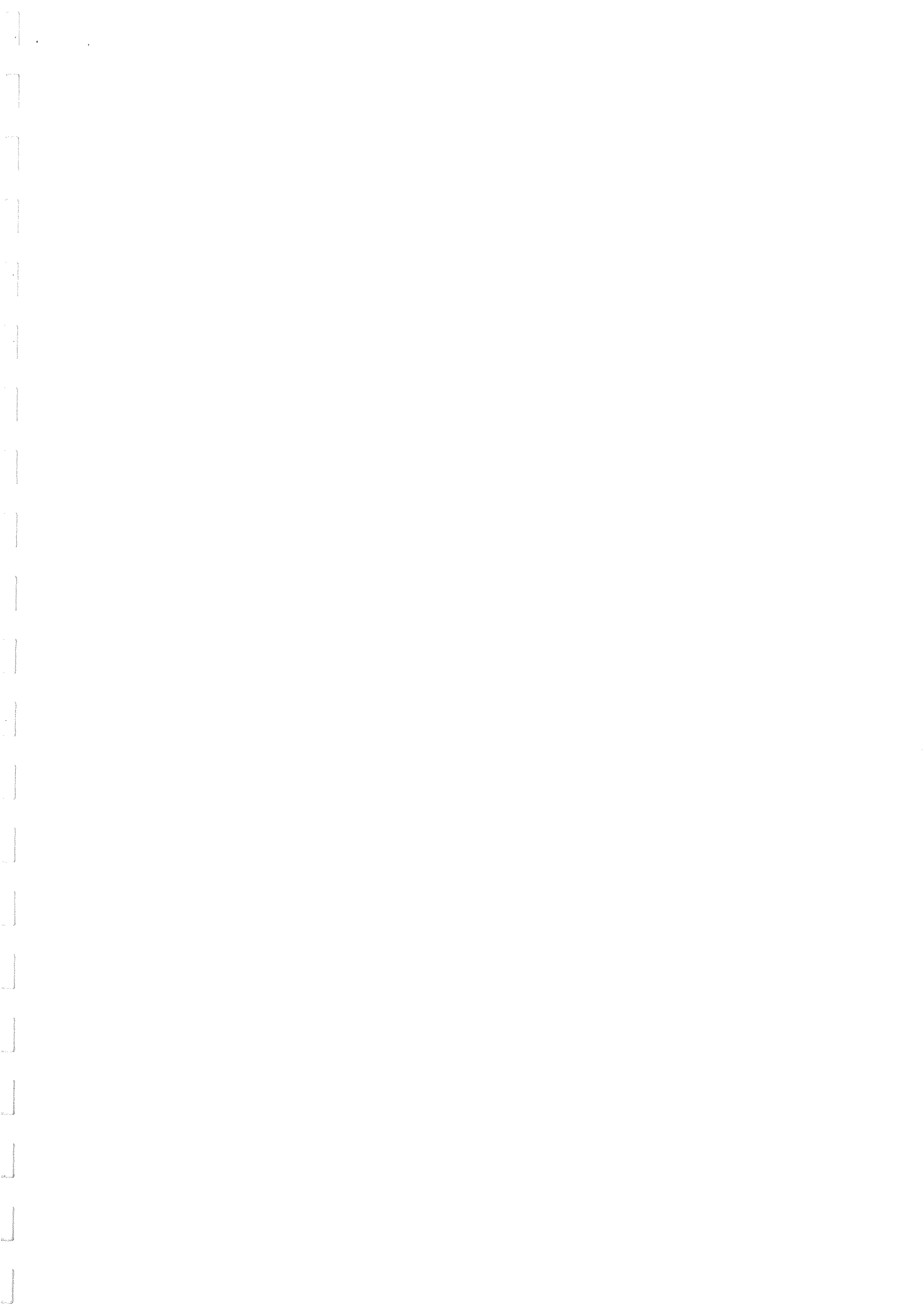
**SECOND SCHEDULE**  
**The District Council's Covenants**

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

**Application 20/01014 - Erection of a three storey building incorporating 12 no. flats and associated parking - Land To The Rear Of Former Magistrates Court, Pencester Road, Dover**

List of draft planning 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:

19036-GAA-TC-00-DR-T-0102 Rev P02 received 7/09/2020  
19036-GAA-TC-00-DR-T-0103 Rev P02 received 7/09/2020  
19036-GAA-TC-00-DR-T-0104 Rev P02 received 7/09/2020  
19036-GAA-TC-01-DR-T-2007 Rev P02 received 7/09/2020  
19036-GAA-TC-02-DR-T-2008 Rev P02 received 7/09/2020  
19036-GAA-TC-03-DR-T-2009 Rev P02 received 7/09/2020  
19036-GAA-TC-GF-DR-T-2006 Rev P02 received 7/09/2020  
19036-GAA-TC-RF-DR-T-2010 Rev P02 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2108 Rev P02 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2109 Rev P02 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2110 Rev P03 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2203 Rev P01 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2204 Rev P01 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2302 Rev P02 received 7/09/2020  
19036-GAA-TC-XX-DR-T-2106 Rev P04 received 25/09/2020  
19036-GAA-TC-XX-DR-T-2107 Rev P03 received 25/09/2020  
19036-GAA-ZZ-00-DR-T-0301 Rev P01 received 25/09/2020  
419959-1 (Wastewater Plan A3) received 25/09/2020  
1703/D&S/01 received 7/09/2020  
1703/D&S/02 received 7/09/2020  
1703/D&S/03 received 7/09/2020  
Arboricultural Impact Assessment received 7/09/2020  
Daylight and sunlight report received 7/09/2020  
Design and Access Statement received 7/09/2020  
Sequential Test received 7/09/2020  
Flood Risk Assessment received 7/09/2020  
Heritage Statement received 7/09/2020  
Planning Statement received 7/09/2020  
Transport Statement received 7/09/2020  
Travel Plan received 7/09/2020  
Viability Report received 7/09/2020  
Design and Access Statement Addendum received 28/02/2021  
Drainage Strategy received 28/02/2021  
Bat emergence Survey received 28/07/2021  
Biological records search received 28/07/2021

Construction Environmental Management Plan received 28/07/2021

Preliminary Ecological Assessment received 28/07/2021

Reason: For the avoidance of doubt

3. No development above ground shall take place until further detailed plans at 1:20 scale have been submitted to and approved by the local planning authority to show:

- i. cross-sections of the window openings and the surrounding white window trim to include window reveals at a depth of 100mm;; and
- ii. cross-sections of the horizontal cornice moulding above ground and second floor level.

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

Reason: In the interests of visual amenity and to preserve and enhance the setting of the adjacent conservation area.

4. Before the first occupation of the building hereby permitted the windows at first floor level and above in the north-east, north-west and south-east elevations shall be fitted with obscured glazing sufficient to prevent clear through views, and be non-opening up to a minimum height of 1.7 m above internal floor level and shall thereafter be retained in that form.

Reason: In the interests of the residential amenities of nearby properties.

5. The area shown on the approved drawings as vehicle parking space and turning space shall be provided, surfaced and drained before the dwellings to which it relates are first occupied, and shall be retained for that use thereafter and no other development shall take place on that land, whether or not permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking, and re-enacting that Order with or without modification).

Reason: Development without provision of adequate parking of vehicles is likely to lead to highway safety issues to other road users.

6. The bicycle storage facilities shown on the approved plans 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.

7. The refuse and recycling storage facilities shown on the approved plans shall be provided before the dwellings to which those facilities relate are first occupied 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/recycling facilities.

8. No development shall take place until a detailed sustainable surface water drainage scheme for the site has been submitted to and approved in writing by the local planning authority. The detailed drainage scheme shall demonstrate that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100 year storm) can be accommodated and disposed of without increase to flood risk on or off-site.

The drainage scheme shall also demonstrate (with reference to published guidance) that silt and pollutants resulting from the site use can be adequately managed to ensure there is no pollution risk to receiving waters, and specify appropriate operational, maintenance and access requirements for each drainage feature or SuDS component, including any proposed arrangements for future adoption by any public body or statutory undertaker.

The drainage scheme shall be implemented and thereafter managed and maintained in accordance with the approved details.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of



surface water and to ensure that the development does not exacerbate the risk of on/off site flooding. These details and accompanying calculations 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.

9. No building on any phase (or within an agreed implementation schedule) of the development hereby permitted shall be occupied until a Verification Report, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved by the Local Planning Authority. The Report shall demonstrate that the drainage system constructed is consistent with that which was approved. The Report shall contain information and evidence (including photographs) of details and locations of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and, the submission of an operation and maintenance manual for the sustainable drainage scheme as constructed.

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of paragraph 165 of the National Planning Policy Framework.

10. No development shall take place until a detailed scheme for the disposal of foul sewage 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.

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.

11. The development hereby approved shall be carried out in full accordance with the Construction Environmental Management Plan received on 28 July 2021 and also the details approved under application CON/18/01322/A on 23 December 2019, including the hours of work specified therein.

Reason: In the interests of amenity and highway safety.

12. No development shall take place until the applicant, or their agents 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.

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 the carrying out of the rest of the development.

13. No residential occupation of the building shall take place until details of a flood warning and evacuation strategy have been submitted to and approved in writing by the local planning authority. The approved strategy shall be implemented before the building is first occupied, and shall be retained at all times thereafter.

Reason: In order to safeguard the amenities of the occupiers in the event of extreme flooding conditions and to accord with the submitted Flood Risk Assessment.

14. The approved development shall be carried out in such a manner as to avoid damage to the existing trees, including their root systems, and other planting to be retained by putting in place the

following measures prior to commencement of the development:

All trees to be preserved shall be marked on site and protected during any operation on site by temporary fencing in accordance with BS 5837:2005 (or as may be subsequently amended). Such tree protection measures shall remain throughout the period of construction

No fires shall be lit within the spread of branches or downwind of the trees and other vegetation;

No materials or equipment shall be stored within the spread of the branches or root protection area of the trees and other vegetation;

No roots over 50mm diameter shall be cut, and no buildings, roads or other engineering operations shall be constructed or carried out within the spread of the branches or root protection areas of the trees and other vegetation at any time;

Ground levels within the spread of the branches or root protection areas (whichever the greater) of the trees and other vegetation shall not be raised or lowered in relation to the existing ground level.

No trenches for underground services shall be commenced within the root protection areas of trees which are identified as being retained in the approved plans, or within 5m of hedgerows shown to be retained without the prior written consent of the local planning authority. Such trenching as might be approved shall be carried out to National Joint Utilities Group recommendations.

These measures shall be retained as such for the duration of the construction period.

Reason: These details are required prior to commencement to allow the proper consideration of the impact of the proposed development on the amenity value of the existing site and to protect and enhance the appearance and character of the site and locality.

15. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the first occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants whether new or retained which within a period of 5 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 similar size and species.

Reason: In order to protect and enhance the amenity of the area.

16. Prior to the first occupation of the development hereby approved, cable ducting and electrical wiring suitable to facilitate any subsequent installation of (an) 7kW 32amp OLEV compliant wall or ground mounted charge point(s) adjacent to the car parking space(s) proposed shall be installed and shall thereafter be retained such that it remains capable to providing the electricity required by any future electric vehicle charging point.

Reason: To facilitate the charging of electric vehicles as a more sustainable form of transport, in accordance with paragraph 110 of the NPPF.

17. No part of the development hereby permitted shall be occupied until a management scheme for the proposed car parking area has been submitted to and approved in writing by the local planning authority. The scheme shall include details of how access to the car park will be controlled and regulated for the benefit of residents of the approved development, including visitors, and arrangements for providing access for service vehicles. The approved scheme shall be implemented in full before any of the apartments is occupied and shall be retained at all times thereafter.

Reason: In order to ensure that adequate parking and servicing arrangements are in place, in the interests of highway safety.

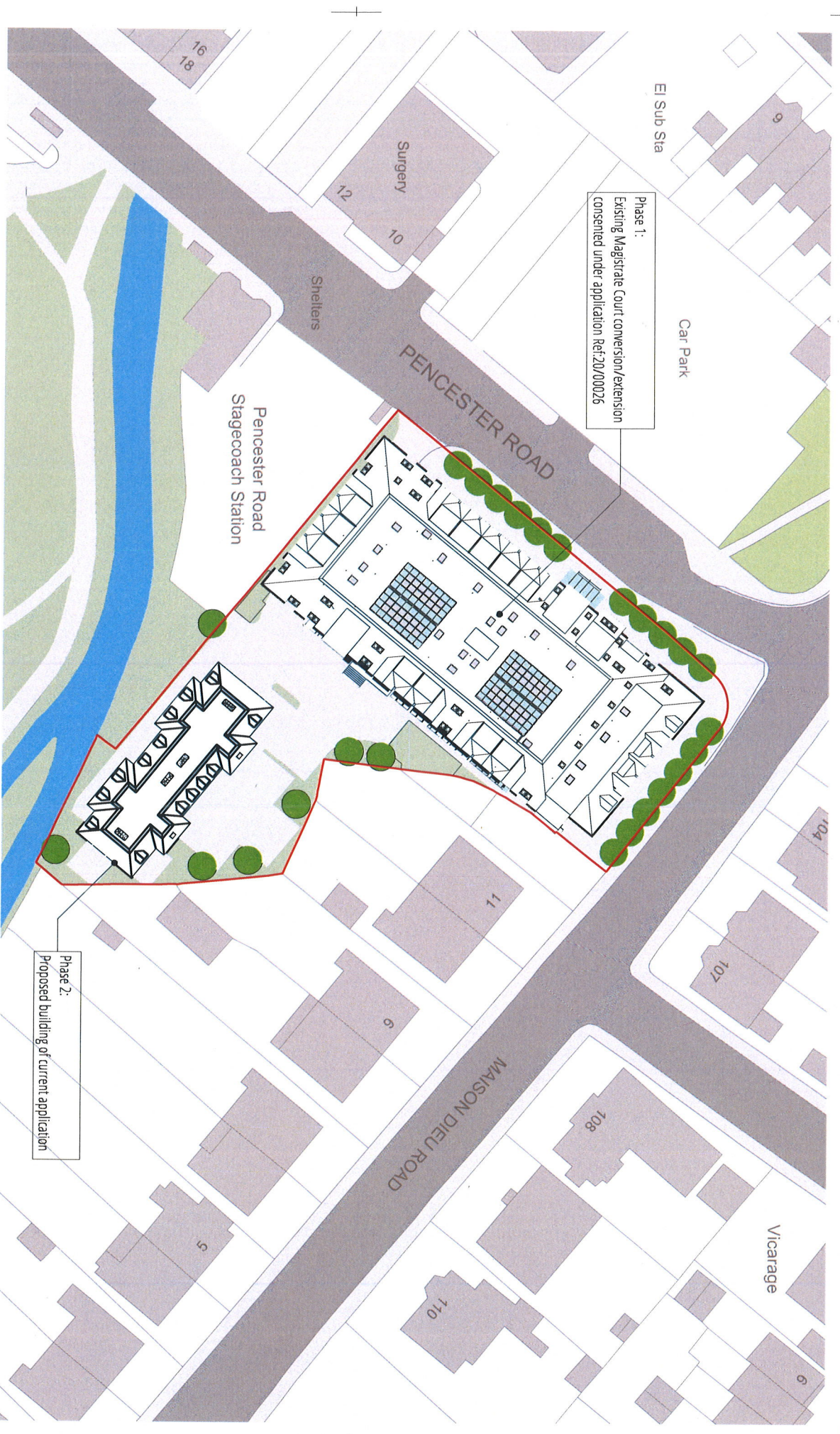
18. The car park shall not be brought into use, and no external lighting shall be installed on the building, until details of the proposed lighting scheme have been submitted to and approved in writing by the local planning authority. The submitted scheme shall include details of the location, design, height, orientation and intensity of illumination of all luminaires, and arrangements for

controlling the times at which the lighting will be operational. The scheme shall be sufficient to ensure safe and secure access to the building by pedestrians at all times. The approved lighting shall be installed as approved before the building is first occupied and shall be retained at all times thereafter.

Reason: To enable safe and secure access to the building and its environs pursuant to S17 of the Crime and Disorder Act 1998, and in order to protect the amenities of occupiers of neighbouring properties.

Draft as at 5.9 2022

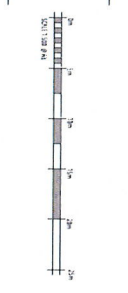
APPENDIX 2  
The Plan



# 1 Proposed Site Plan 1:500

Notes:  
1. The site plan is a representation of the proposed development and is not a guarantee of the actual development.  
2. The site plan is based on the information provided by the applicant and is not a guarantee of the accuracy of the information.  
3. The site plan is for informational purposes only and is not a legal document.  
4. The site plan is subject to the approval of the relevant authorities.

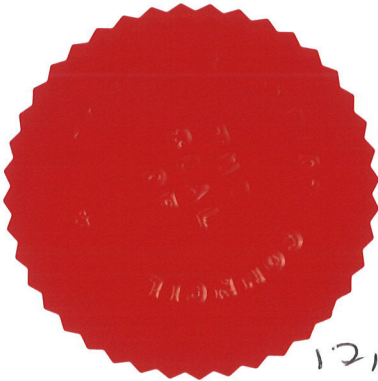
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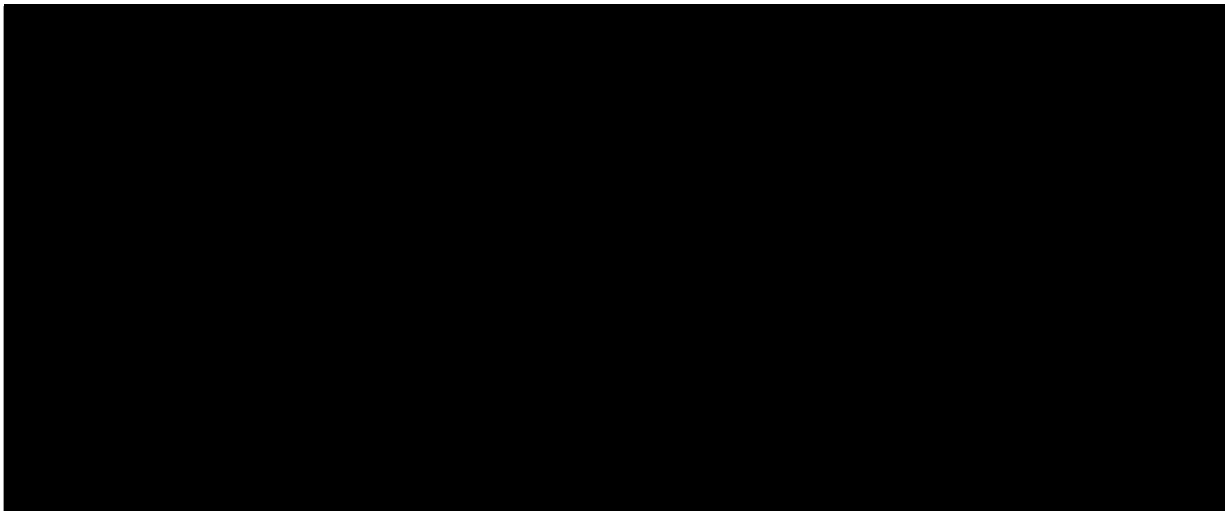
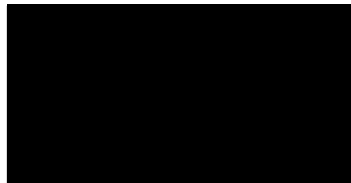
Executed as a deed by affixing the  
Common seal of **DOVER DISTRICT**  
**COUNCIL** in the presence of:

)  
)  
)



12,276

SIGNED and delivered as a  
deed by Goodwill SIP Limited  
acting by a Director \*  
in the presence of:-



Date 14 September 2022

- (1) DOVER DISTRICT  
COUNCIL
- (2) GOODWILL SIP  
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  
at the former Magistrates Court,  
Pencester Road, Dover

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

Ref: **DOV/20/01014**