

DATE: 1 November 2022

**DOVER DISTRICT COUNCIL**

and

**UNIQUE LAND PROMOTION LTD**

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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 Railway Bell  
Public House, 120 London  
Road, River, Dover, Kent

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Ref: **DOV/20/00038**

THIS DEED is made the 1<sup>st</sup> day of November 2022

## **PARTIES**

- (1) DOVER DISTRICT COUNCIL ("the District Council") of White Cliffs Business Park, Dover, Kent, CT16 3PJ
- (2) UNIQUE LAND PROMOTION LTD ("the Owner") (Company Registration No.13012928) whose registered office is Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN

## **RECITALS**

- 1 The Owner is the freehold owner of the Land being part of the land registered under 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 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 14 October 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
"Affordable Housing"	means affordable housing as defined in Annex 2 to the National Planning Policy Framework.
"the Affordable Housing Contribution"	means the sum of £148,000.00 paid as a contribution towards the provision of Affordable Housing within the district of Dover
"Commencement of the Development"	<p>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:</p> <ul style="list-style-type: none"> <li>(a) site clearance</li> <li>(b) demolition work</li> <li>(c) archaeological investigations</li> <li>(d) investigations for the purpose of assessing ground conditions</li> <li>(e) remedial work in respect of any contamination or other adverse ground conditions</li> <li>(f) diversion and laying of services</li> <li>(g) erection of temporary means of enclosure</li> <li>(h) the temporary display of site notices or advertisements</li> </ul>

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

"the Community Learning Contribution"

means the sum of £197.04 paid as a contribution towards additional IT equipment for the additional learners at Dover Adult Education Centre

"the County Council Contributions"

means the Community Learning Contribution, the Libraries Contribution, the Secondary Education Contribution, the Social Care Contribution, the Youth Services Contribution and the Waste Contribution together

"the County Council"

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

"the 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 6 dwellings, change of use and conversion of existing public house into 6 self-contained flats, amendment to existing Kearsney Avenue vehicular access, formation of parking, creation of pedestrian accesses to London Road, closure of two existing vehicular

accesses to London Road and Kearsney Avenue 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 Contributions”

means the Affordable Housing Contribution, the Parks and Open Spaces Contribution and the Monitoring Fee together

“the District Council’s Costs”

means the sum of £880.00 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 any dwelling (including a house, flat, maisonette or bungalow) to be constructed or created pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly

“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 120 London Road, River, Dover, Kent against which this Deed may be enforced as shown more particularly edged red on the attached Plan

"the Libraries Contribution"

means the sum of £665.40 paid as a contribution towards the provision of services and stock to be made available at Dover Library and the mobile library service attending River

"Monitoring Fee"

means the sum of £239.00 paid as a contribution towards the costs of 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 Parks and Open Spaces Contribution”	means the sum of £12,185.00 paid as a contribution towards the renewal of two sections of perimeter safety fencing and remedial works to, including the re-surfacing and re-marking of, the Netball Court at King George V Playing Field, Brookside, Temple Ewell
“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/20/00038
“the Planning Permission”	means the planning permission to be granted by the District Council pursuant to the Planning Application
“Registered Provider”	means a registered provider of social housing as defined in the Housing and Regeneration Act 2008
“the Secondary Education Contribution”	means the sum of £27,777.00 paid as a contribution towards the expansion of Dover Christ Church Academy
“the Social Care Contribution”	means the sum of £1762.56 paid as a contribution towards the provision of specialist care accommodation within the district of Dover
“Statutory Undertakers”	means statutory undertakers as defined in Article 2 of the Town and

Country Planning (General Permitted Development) Order 2015.

“the Title”

means title number K88638 registered with HM Land Registry

“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

“the Waste Contribution”

means the sum of £1112.64 paid as a contribution towards improvements at the Dover Household Waste Recycling Centre

“the Youth Services Contribution”

means the sum of £786.00 paid as a contribution 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 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, 5.3.1, 5.3.4, 7.3, 7.7, 7.8, 11, 13 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 County Council to observe the restrictions and perform the obligations set out in the First Schedule.
- 5.3     The Owner covenants with the District Council and separately with the County Council:
  - 5.3.1   to give notice to both the District Council and the County Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("the Commencement Notice").
  - 5.3.2   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.
  - 5.3.3   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.
  - 5.3.4   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 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 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 and Development quoting reference: DOV/20/00038
- 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 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 become 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 is payable in respect of the District Council Contributions and an amount equivalent to the increase in the County Council Index from October 2016 until the date on

which such sum is 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 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 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 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 and the County Council as follows:

1. To pay the Affordable Housing Contribution to the District Council. Payment to be made prior to Occupation of a third Dwelling.
2. Not to permit the Occupation of more than two Dwellings unless and until the Affordable Housing Contribution has been paid to the District Council.
3. To pay the Parks and Open Spaces Contribution to the District Council. Payment to be made prior to the Occupation of a third Dwelling.
4. Not to permit the Occupation of more than two Dwellings unless and until the Parks and Open Spaces Contribution has been paid to the District Council.
5. To pay the Secondary Education Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Occupation of a third Dwelling.
- 6.. Not to permit the Occupation of more than two Dwellings unless and until the Secondary Education Contribution has been paid to the District Council on behalf of the County Council.
7. To pay the Social Care Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Occupation of a third Dwelling.
8. Not to permit Occupation of more than two Dwellings unless and until the Social Care Contribution has been paid to the District Council on behalf of the County Council.
9. To pay the Community Learning Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Occupation of a third Dwelling.
10. Not to permit Occupation of more than two Dwellings unless and until the Community Learning Contribution has been paid to the District Council on behalf of the County Council.

11. To pay the Youth Services Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Occupation of a third Dwelling.
12. Not to permit Occupation of more than two Dwellings unless and until the Youth Services Contribution has been paid to the District Council on behalf of the County Council.
13. To pay the Libraries Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Occupation of a third Dwelling.
14. Not to permit Occupation of more than two Dwellings unless and until the Libraries Contribution has been paid to the District Council on behalf of the County Council.
15. To pay the Waste Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Occupation of a third Dwelling.
16. Not to permit Occupation of more than two Dwellings unless and until the Waste Contribution has been paid to the District Council on behalf of the County Council.
17. To pay a 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 5.3.2.



## **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 the District Council Contributions 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 and to pay the County Council Contributions to the County Council
3. At the payee's request to return any part of District Council Contributions 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 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



Planning conditions 20/00038 – 15 August 2022

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:

(Drawings/Plans nos. to be inserted)

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 buildings 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. In addition, the wall on London Road and Kearsney Avenue shall be constructed of flint to match the existing wall.

Reason: In the interests of visual amenity.

4. 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; tree/hedge/shrub planting plans; written specifications; schedules of species, sizes and proposed numbers/densities where appropriate and details of means of enclosure to be erected. Thereafter, 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: In order to protect and enhance the amenity of the area

5. 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 5837:2012 (or as may be subsequently amended). Such tree protection measures shall remain throughout the period of construction. In addition:

- 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: In the interests of preventing damage to trees within and adjacent the site.

6. No development shall take place until a foundation design has been submitted to and approved in writing by the local planning authority. The foundations of the proposed development shall be designed to take into account existing trees on the site and the growth to maturity of such trees that are planted as part of the landscape scheme. Development shall be carried out in accordance with the approved details.

Reason: These details are required prior to commencement to ensure that no tree related subsidence problems occur in the future and to prevent damage to tree roots.

7. The car parking spaces and driveway shall be constructed to a no dig design (where relevant) following the recommendations in BS 5837:2012 (Trees in relation to design, demolition and construction – recommendations) and in accordance with an Arboriculture Method Statement which shall be submitted to and approved by the Local Authority prior to the commencement of development. The development shall be completed in accordance with the approved details.

Reason: In the interests of preventing damage to tree roots

8. No development shall take place until full details of existing and proposed finished ground levels and sections through the building, including levels of thresholds, have been submitted to and approved in writing by the local planning authority. The works shall be carried out as approved.

Reason: These details are required prior to the commencement of the development to ensure that the development is carried out at suitable levels in relation to adjoining land and buildings and in the interests of amenity and highway requirements.

9. The area shown on the approved drawings as vehicle parking space, garages and turning space shall be provided, surfaced and drained before the use is commenced/ dwelling(s) to which it relates hereby is/are first occupied, and shall be retained for that use thereafter



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.

10. No development shall take place above ground until details of bicycle storage facilities have been 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.

11. No development above ground shall take place until details of refuse/recycling storage have been submitted to and approved in writing by the local planning authority. The approved works shall be provided before the dwellings to which the details 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.

12. The proposed access shown on the submitted plans shall be provided prior to the first occupation of the dwellings and thereafter shall be so maintained.

Reason: In the interests of road safety and convenience.

13. Before the construction of the access road/access hereby permitted, details to prevent the discharge of surface water on the public highway shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved plans.

Reason: In order to prevent the discharge of surface water on the public highway in the interests of highway safety.

14. Each vehicle access shall be formed of a permeable bound surface for first 5 metres of the access to the highway.

Reason: In the interests of road safety and convenience.

15. Prior to the construction of any dwelling in the development progressing beyond damp proof course level, full details of the specification and materials of all highway works between the dwellings and adopted highway, to include:

- (a) Footways and/or footpaths, with the exception of the wearing course;
- (b) Carriageways, with the exception of the wearing course but including a turning facility, highway drainage, visibility splays, street lighting, street nameplates and highway structures;

together with a timetable for their implementation, shall be submitted to and approved in writing by the Local Planning Authority. The timetable shall ensure that no dwelling in the development is occupied prior to the completion of the approved highway works. The approved highway works shall be implemented in accordance with the approved specification and timetable and thereafter be maintained to the approved specification.

The submitted highway details shall also include details of off-site highway works including an uncontrolled pedestrian crossing point in London Road, to include a build-out, dropped kerbs, tactile paving, and parking restrictions to maintain visibility, which shall be secured through a s.278 agreement with the highway authority.

Reason: In order to ensure that the development is served by an adequate standard of highway in the interests of highways safety and the visual quality of the development.

16. Prior to the first occupation of the development the existing vehicular access to the pub shall be permanently closed in accordance with details to be submitted to and approved in writing by the local planning authority.

Reason: In the interests of highway safety and visual amenity.

17. 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 112 of the NPPF

18. Development shall not begin in any phase 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 be based upon the Drainage Strategy, Operation & Maintenance Requirement, Ref: 6101187-MLM-ZZ-XX-RP-C-0001/01 and 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 within the curtilage of the site 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.
- appropriate operational, maintenance and access requirements for each drainage feature or SuDS component are adequately considered, including any proposed arrangements for future adoption by any public body or statutory undertaker.

The drainage scheme shall be implemented 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.

19. 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 in writing 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 167 of the National Planning Policy Framework

20. Where infiltration is to be used to manage the surface water from the development hereby permitted, it will only be allowed within those parts of the site where information is submitted to demonstrate to the Local Planning Authority's satisfaction that there is no resultant unacceptable risk to controlled waters and/or ground stability. The development shall only then be carried out in accordance with the approved details.

Reason: To protect vulnerable groundwater resources and ensure compliance with the National Planning Policy Framework.

21. Prior to commencement of development and due to the proximity of the proposed dwellings to the London Road / Alkham Road junction, a scheme of sound insulation measures shall be submitted to and approved in writing by the Local Planning Authority, to demonstrate that the reasonable internal unoccupied noise levels detailed in Table 5 of British Standard 8233:2014 are met. These levels are:

- Living rooms during the day (0700-2300 hours) 40dBL Aeq(16hour)
- Bedrooms at night (2300-0700 hours) 35dB LAeq (8hour)
- Individual noise events in bedrooms shall not exceed 45dBLA(max) measured with Fast Time Weighting.

The approved details shall be implemented prior to the first occupation of the dwellings and thereafter maintained as such.

Reason: To protect the residential amenity of the development

22. 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 by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that features of archaeological interest are properly examined and recorded.

23. The proposed development shall be carried out in accordance with the ecology mitigation measures set out at Section 10 of the Ecology Report by Native Ecology dated 21 September 2021.

Reason: To protect the existing populations of protected species and to improve habitat on the site.

24. No development shall take place above ground until a scheme for the enhancement of biodiversity on the site to include the measure set out in Section 11 of the Ecology Report by Native Ecology dated 21 September 2021, have been 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: These details are required prior to commencement o protect and enhance existing species and habitat on the site in the future.

25. No development above ground level shall take place until details of all external lighting have been submitted to and approved in writing by the local planning authority. The said details shall include heights of columns, light fittings and levels of luminance. The development shall be carried out in accordance with the approved details and prior to the first occupation of the dwellings. No further lighting, whether temporary or permanent shall be installed or brought onto the land.

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

26. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, (or any Order revoking or re-enacting that Order with or without modification), no development shall be carried out within the followings Classes of Part 1 of Schedule 2 of that Order:

- Class A – enlargement, improvement or other alteration of a dwellinghouse;
- Class B – additions etc to the roof of a dwellinghouse;
- Class D – porches (Kearsney Avenue dwellings);
- Class E – buildings etc incidental to the enjoyment of a dwellinghouse (London Road dwellings).

Reason: To enable the local Planning authority to regulate and control the development of land in the interests of protecting the character and amenities of the locality.

27. 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:

- (a) Routing of construction and delivery vehicles to / from site
- (b) Parking/turning areas for construction and delivery vehicles and site personnel
- (c) Timing of deliveries
- (d) Provision of wheel washing facilities
- (e) Temporary traffic management / signage

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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Revision History & Date  
 Rev. Date. Notes  
 1/1/18

**ON**  
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Project Title  
**Proposed Residential Development  
 at The Railway Bell, Dover**  
 Client's Details  
**Paramount Land & Development**

Drawing Title  
**Site Location Plan**

BIM Number

Scale 1:1250@A4 Date Oct 19 Drawn AW Checked

Drawing Status  
**PLANNING**

Project Number Drawing Number Drawing Revision  
**19.085 001.000 P**



121302

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

)  
)  
)



Authorised Signatory

Executed as a deed by  
**UNIQUE LAND PROMOTIONS  
LTD** acting by a director

\_\_\_\_\_

Signature

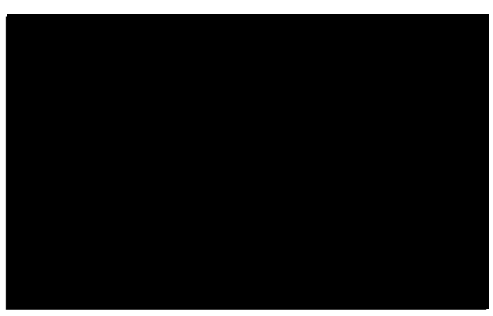


in the presence of



Name (in CAPITAL LETTERS)

Signature of witness







Date 1 November 2022

- (1) **DOVER DISTRICT  
COUNCIL**
- (2) **UNIQUE LAND  
PROMOTIONS LTD**

**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 Railway Bell Public  
House, 120 London Road, River,  
Dover, Kent

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