

DATED

12TH DECEMBER

2017

TUNBRIDGE WELLS BOROUGH COUNCIL

(1)

-and -

PEGASUS LIFE LIMITED

(2)

DEED OF AGREEMENT

made pursuant to

SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

RELATING TO THE DEVELOPMENT OF

LAND at 36 – 40 St. John's Road, Tunbridge Wells Kent TN4 9NT

Mid Kent Legal Services
Tunbridge Wells Borough Council
Town Hall
Royal Tunbridge Wells
TN1 1RS



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THIS DEED OF AGREEMENT is dated the 12th day of December 2017

BETWEEN

- 1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall Royal Tunbridge Wells Kent TN1 1RS (the "**Borough Council**") and
- 2) **PEGASUS LIFE LIMITED** (Co Regn. No. 08221003) of Unit 3 Church Green Close Kingsworthy Winchester SO23 7TW (the "**Owner**")

RECITALS

- A. The Borough Council is the local planning authority and local housing authority for the area within which the Land is situated
- B. The Application was made to the Borough Council
- C. The Borough Council by its Planning Committee at its meeting held on 20th September 2017 resolved that planning permission be granted for the Development subject to conditions and the prior completion of this Deed (without which planning permission would have been refused) making provision for *inter alia* planning obligations
- D. The Owner is a person interested in the Land by virtue of being the registered proprietor of the freehold with Title Absolute as more particularly set out in Schedule 1
- E. The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms directly relate to the development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010
- F. The Owner has agreed to enter into this Deed to regulate the Development and to give effect to the terms of the resolution of the Borough Council's Planning Committee hereinbefore recited which Deed may also secure other planning benefits
- G. The Borough Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive to and be incidental to the Borough Council's functions

- H. The County Council is the statutory authority responsible for social care and the highway authority for the area within which the Land is situated
- I. This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling

OPERATIVE PROVISIONS

IT IS AGREED as follows

DEFINITIONS

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the interpretation provisions contained in Paragraphs 1.1 to the relevant Schedule

“1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“All in Tender Price Index”	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
“Application”	means the application for full planning permission submitted by the Owner to the Borough Council to carry out the Development at the Land and given the registered reference number 17/00731/FULL
“Borough Council Contributions”	means the financial contributions payable to the Borough Council pursuant to Schedule 2 comprising: <ul style="list-style-type: none"> a) the Cycle Contribution; b) the Recreation Contribution; and c) the Parking Contribution

“Commencement of Development”	means the carrying out of a material operation as defined in section 56(4)(d) of the 1990 Act which is not a Preparatory Operation and the words “Commence” and “Commence Development” shall be construed accordingly
“County Council”	means The Kent County Council of Sessions House County Hall Maidstone Kent ME14 1XQ who are the education authority and the libraries authority for the area within which the Land is situated
“County Council Contribution”	means the financial contribution payable to the County Council pursuant to Schedule 2 comprising the Cultural Hub Contribution
“Deed”	means this deed of agreement together with all Schedules and Appendices
“Development”	means the demolition of existing buildings and structures and the construction of 3 new buildings to provide extra care accommodation for older people (sui generis use) to comprise of extra care units, guest suite, staff accommodation, communal facilities and storage facilities. Car parking and storage for mobility scooters and cycle parking. A comprehensive landscape strategy comprising communal spaces and gardens for use by residents and the provision of refuse storage. The creation of new vehicular access from Woodbury Park Road and drop-off point along St John’s Road and associated infrastructure and earthworks more particularly described in the Application
“Dwelling”	means any of the individual extra care units, the guest suite and the staff accommodation units to be erected on the Land pursuant to the Planning Permission

“General Building Cost Index”	means the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
“Index Linked”	means adjusted by reference to the relevant index pursuant to the provisions of Clause 18
“Interest Rate”	means 4% per annum above the base lending rate of Lloyds Bank PLC from time to time applicable at the actual date of payment
“Land”	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown for identification purposes only edged red on the Plan
“Occupy”	means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to marketing or site and building security operations and “Occupation” “Occupier” or “Occupied” shall be construed accordingly
“Parties”	means the and the Borough Council as the context so requires and “Party” means any one of them
“Plan”	means the plan entitled Site Location Plan (drawing 16004/AA/A/00_001) prepared by Allford Hall Monaghan Morris and annexed as Appendix 1
“Planning Permission”	means planning permission for the Development to be granted pursuant to the Application subject to conditions a draft of which is annexed as Appendix 2
“Practical Completion”	means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant

to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term **"Practically Complete"** shall be construed accordingly

"Preparatory Operation" means an operation or item of work of or connected with or ancillary to

- a) archaeological investigation;
- b) exploratory boreholes and trial pits and site investigation or remediation;
- c) site clearance
- d) demolition of existing buildings or structures;
- e) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities;
- f) the erection of fences and hoardings around the Land or any part of the Land;
- g) the erection of site buildings for construction purposes; and
- h) construction of temporary access and service roads

"Section 106 Monitoring Officer" means the Borough Council's section 106 Monitoring Officer or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions

"Statutory Undertakers" means any public gas transporter water or sewerage undertaker electricity supplier or public

telecommunications operator

“VAT” means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)

“Working Day” means a day which is not a Saturday Sunday bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

INTERPRETATION

- 2.1 A reference to any Clause Plan Paragraph or Recital of or Schedule or Appendix to is a reference to a Clause Plan Paragraph or Recital of or Schedule or Appendix to (or in the case of plans attached to) this Deed
- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.6 Reference 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 Borough Council shall include any successor to its statutory functions
- 2.7 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally
- 2.8 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction

include an obligation not to cause permit or suffer any infringement of the restriction

- 2.9 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time
- 2.10 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail
- 2.11 Any words following the terms including include in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms

LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed:
- 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act;
 - 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act;
 - 3.2.3 relate to the Land;
 - 3.2.4 are entered into with intent to bind the Owner's interest in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come;
 - 3.2.5 are enforceable by the Borough Council as local planning authority; and
 - 3.2.6 are executed by the respective Parties as a deed
- 3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of Local Government Act 1972

sections 12 and 93 of the Local Government Act 2003 Section 1 of the Localism Act 2011 and all other powers so enabling

CONDITIONALITY

- 4.1 With the exception of this Clause 4 and Clauses 1 2 3 5.2 and 7 to 24 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional on and take effect only upon the grant and issue of the Planning Permission and the Commencement of Development

COVENANTS AND OBLIGATIONS OF THE OWNER

- 5.1 The Owner covenants with the Borough Council that subject to the Borough Council carrying out and observing the Borough Council's covenants obligations restrictions and requirements herein it will perform and observe the covenants obligations restrictions and requirements contained herein
- 5.2 The Owner covenants to pay before completion of this Deed the Borough Council's reasonable legal and administrative costs and disbursements in connection with the negotiation preparation and execution of this Deed whether or not this Deed is delivered in accordance with Clause 24

COVENANTS AND OBLIGATIONS OF THE BOROUGH COUNCIL

- 6.1 The Borough Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements herein it will perform the Borough Council's covenants as set out herein

RELEASE AND EXCLUSIONS

- 7.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 7.1.1 any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services
- 7.1.2 individual owners occupiers or tenants and the mortgagees of individual Dwellings and their successors in title SAVE FOR those Dwellings where the

Occupation is regulated by any planning obligation contained in Schedule 2 and FOR THE AVOIDANCE OF DOUBT any sale of a Dwelling shall constitute permitting its Occupation

- 7.2 No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with such interest

DETERMINATION OF THE PLANNING PERMISSION

- 8.1 Save for Clause 5.2 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to Commencement of Development without the consent of the Owner
- 8.2 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 or modification variation or amendment thereof) granted after the date of this Deed
- 8.3 If the Borough Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Borough Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 application in which circumstances a separate deed under section 106 or s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission **BUT** nothing in this deed shall in any way fetter the Borough Council's discretion in relation to the section 73 application or the determination thereof

DISPUTES AND EXPERT DETERMINATION

- 9.1 In the event of any dispute or difference between the Parties touching or concerning any matter arising out of this Deed (SAVE FOR the amount of any contribution payable pursuant to this Deed or the due date of payment) such dispute or difference shall be referred to an expert ("the Expert") to be appointed on the application of the Parties by the President (or equivalent person) for the time being of the professional body in England chiefly relevant to such dispute or difference
- 9.2 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in Clause 10.1 within ten (10) Working Days after a written request by one Party to the others to agree to the appointment of an Expert then the question of the appropriate Expert or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of a Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference 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 in equal shares
- 9.3 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference 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 to the dispute or difference in equal shares
- 9.4 The Expert shall be required to give notice to each of the Parties to the dispute requiring them to submit to him within ten (10) 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 (10) Working Days in respect of any such submission and supporting material
- 9.5 Any expert howsoever appointed shall be subject to the express requirement that a decision shall be in writing (and give reasons for his decision) and shall be 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 (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received the last submission or written representation

- 9.6 Nothing in this Clause 10 shall be taken to fetter or limit the ability of the Borough Council to carry out its functions and duties nor to limit the ability of any of the Parties to refer a dispute to the Courts of England and Wales

NOTICES

- 10.1 Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that:
- 10.1.1 it shall provide the Borough Council with no less than 10 Working Days prior notice of the intended date of Commencement of Development and the Owner shall not Commence Development unless and until this notice has been provided to the Borough Council;
 - 10.1.2 it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Commencement of Development;
 - 10.1.3 it shall provide the Borough Council with no less than 10 Working Days prior notice of the intended date of Occupation of the Development and the Owner shall not Occupy the Development unless and until this notice has been provided to the Borough Council;
 - 10.1.4 it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Occupation of the Development; and
 - 10.1.5 it shall provide the Borough Council with the final Certificate of Practical Completion of the Development.
- 10.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication to be given under this Deed must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which

address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

The Borough Council Tunbridge Wells Borough Council

Address **The Head of Planning & Development**
Tunbridge Wells Borough Council
Town Hall
Royal Tunbridge Wells
TR1 1RS

Reference 17/00731/FULL

With a copy to **The Section 106 Monitoring Officer**
The Open Spaces Officer

The Owner

Address Planning Director Pegasus Life Limited Unit 3 Church Green
Close Kingsworthy Winchester SO23 7TW

10.3 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication given pursuant to this Deed shall conclusively be deemed to have been received

10.3.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or

10.3.2 if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 Working Days after the date of posting

10.4 Any notice or request by the Owner for approval consent certificate direction authority agreement action expression of satisfaction or other communication required pursuant to this Deed shall cite the Clause or Paragraph of the relevant Schedule to this Deed to which such notice or request relates

- 10.5 This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution

LOCAL LAND CHARGE

- 11.1 This Deed is a local land charge and shall be registered as such
- 11.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council for confirmation to that effect and (subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) upon the Borough Council being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the Borough Council shall as soon as is reasonably practicable issue a written confirmation to such effect to the Owner
- 11.3 The Borough Council shall upon the written request of the Owner (and subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged and the Borough Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed

SUCCESSORS IN TITLE

- 12.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof

POWERS OF THE BOROUGH COUNCIL

- 13.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council under all and any legislative instrument including statutes by-laws statutory

instruments orders and regulations for the time being in force in the exercise of its function as a local authority

SEVERABILITY

- 14.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

RIGHTS OF THIRD PARTIES

- 15.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed save for the successors in title to the Parties and in the case of the Borough Council the successor to its statutory functions

CHANGE OF OWNERSHIP AND NEW INTEREST

- 16.1 The Owner warrants that
- 16.1.1 they have full authority to enter into this Deed;
 - 16.1.2 no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land;
 - 16.1.3 they know of no impediment to the validity of this Deed; and
 - 16.1.4 there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or chargee are paid as at the date of this Deed.
- 16.2 The Owner shall give the Borough Council written notice within 5 Working Days after any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged (save for in relation to individual Dwellings) such notice to give:
- 16.2.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office

address); and

- 16.2.2 the nature and extent of the interest disposed of by reference to a plan.
- 16.3 In the event that the Owner's existing interest in the Land shall be determined (whether by surrender merger forfeiture or otherwise) and the Owner shall acquire another interest in the Land (written notice of which shall be given to the Borough Council) and the Planning Permission shall have either been Commenced or shall remain capable of Commencement then the Owner as the case may be will within twenty-eight (28) days from a written request from the Borough Council execute or procure the execution of another Deed on the same terms mutatis mutandis as this Deed
- 16.4 Subject to Clause 8.1.3 the Parties agree that a mortgagee of the Land shall have no liability under this Deed **UNLESS** it takes possession of the Land or any part of the Land in which case the mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed

WAIVER

- 17.1 No waiver (whether expressed or implied) by the Borough Council of any breach or default or delay in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

INDEXATION

- 18.1 All the financial contributions payable pursuant to this Deed shall be Index Linked
- 18.2 The Borough Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately preceding the date of this Deed and the quarterly index figure for the quarter immediately preceding the date of actual payment

- 18.3 The County Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the General Building Cost Index between the monthly index figure immediately preceding the date of this Deed and the monthly index figure for the month of the date of actual payment
- 18.4 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Borough Council (in consultation with the County Council where County Council Contributions are affected) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council (in consultation with the County Council where County Council Contributions are affected) shall approve

INTEREST

- 19.1 If any sum or amount due under this Deed has not been paid to the Borough Council by the date it is due the Owner shall pay the Borough Council interest on that amount at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment

VAT

- 20.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT
- 20.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice

AGREEMENTS AND DECLARATIONS

- 21.1 The Parties agree that:
- 21.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

- 21.1.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory function

JURISDICTION

- 22.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England
- 22.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

DELIVERY

- 23.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause 5.2 which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

The COMMON SEAL of)
TUNBRIDGE WELLS BOROUGH)
COUNCIL was affixed to this Deed)
in the presence of



[Redacted Signature]

Authorised Signatory

EXECUTED as a DEED by PEGASUS LIFE

LIMITED acting by a Director

in the presence of

[Redacted Name]

Director

Witness Signature:

[Redacted Signature]

Witness Name:

M D QUANS

Witness Address:

GEORGEAL COURT, KINGS WORTHY SOL3 7TW

Witness Occupation:

SOLICITOR.

SCHEDULE 1: THE LAND

1. The land against which this Deed is enforceable comprises all that land at 36 – 40 St John's Road Tunbridge Wells TN4 9NT as shown for identification purposes only edged red on the Plan
2. The Owner is the registered proprietor of the Land with title absolute of all the freehold as the same is shown for the purposes of identification only edged red on the Plan and is registered at the Land Registry under title number k715658

SCHEDULE 2: FINANCIAL CONTRIBUTIONS

1. Interpretation of this Schedule

1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1

“Cultural Hub Contribution”	means a contribution in the sum of £31,282.61 Index Linked towards the Cultural Hub Facility
“Cultural Hub Facility”	means the Tunbridge Wells Cultural Hub comprising a new hub and extra capacity for and integration of existing libraries, museum, art gallery, adult education and social care facilities.
“Cycle Contribution”	means a contribution in the sum of £30,000.00 Index Linked towards the Cycle Strategy
“Cycle Strategy”	means the County Council’s strategy for the A26 London Road Tunbridge Wells to encourage residents of the development to travel by cycle
“Parking Contribution”	means a contribution in the sum of £2,500.00 Index Linked towards the Parking Facilities
“Parking Facilities”	means the relocation of parking bays from Woodbury Park Frontage to the opposite side of the road
“Recreation Contribution”	means a contribution in the sum of £6,408.00 Index Linked towards the Recreation Facilities
“Recreation”	means the improvement enhancement maintenance of Woodbury Common (which for the avoidance of doubt may include professional

Facilities” and other fees and investigative works and studies reasonably incurred and/or undertaken by the Borough Council)

2. The Cultural Hub Contribution

- 2.1 Not to Occupy the Development or permit Occupation until the Cultural Hub Contribution has been paid to the Borough Council
- 2.2 The Borough Council shall not transfer the Cultural Hub Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the Cultural Hub Contribution on the social care element of the Cultural Hub Facility
- 2.3 The Borough Council shall only transfer the Cultural Hub Contribution to the County Council upon written confirmation from the County Council that it will spend the Cultural Hub Contribution in accordance with Paragraph 2.2 and repay any part of the Cultural Hub Contribution that remains unspent five years after Occupation
- 2.4 If the Borough Council is of the view that the Cultural Hub Contribution will not be spent in accordance with Paragraph 2.2 the Borough Council shall repay such of the Cultural Hub Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses
- 2.5 If the Borough Council has transferred the Cultural Hub Contribution to the County Council then on the fifth anniversary of Occupation the Borough Council shall seek written confirmation from the County Council as to the extent of the Cultural Hub Contribution that remains unspent
- 2.6 Unless otherwise agreed in writing by the Owner, the Borough Council shall use all reasonable endeavours to recover all or any part of the Cultural Hub Contribution which remains unspent on the fifth anniversary of Occupation and the Borough Council shall repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

3. The Cycle Contribution

- 3.1 Not to Occupy the Development or permit Occupation until the Cycle Contribution has been paid to the Borough Council.
- 3.2 The Borough Council covenants with the Owner that it shall apply the Cycle

Contribution as a contribution towards the Cycle Strategy or for such other purposes for the benefit of the Development as the Owner and the Borough Council may otherwise agree in writing and not to use the Cycle Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 19 as if it were part of the principal sum paid by the Owner

- 3.3 In the event that all or any part of the Cycle Contribution remains unspent or has not been committed or used for the purpose for which it was paid within five years from the date of Occupation of the Development (as notified to the Borough Council by the Owner pursuant to Clause 10.1) and unless the Borough Council and the Owner agree otherwise the Borough Council covenants to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

4. Parking Contribution

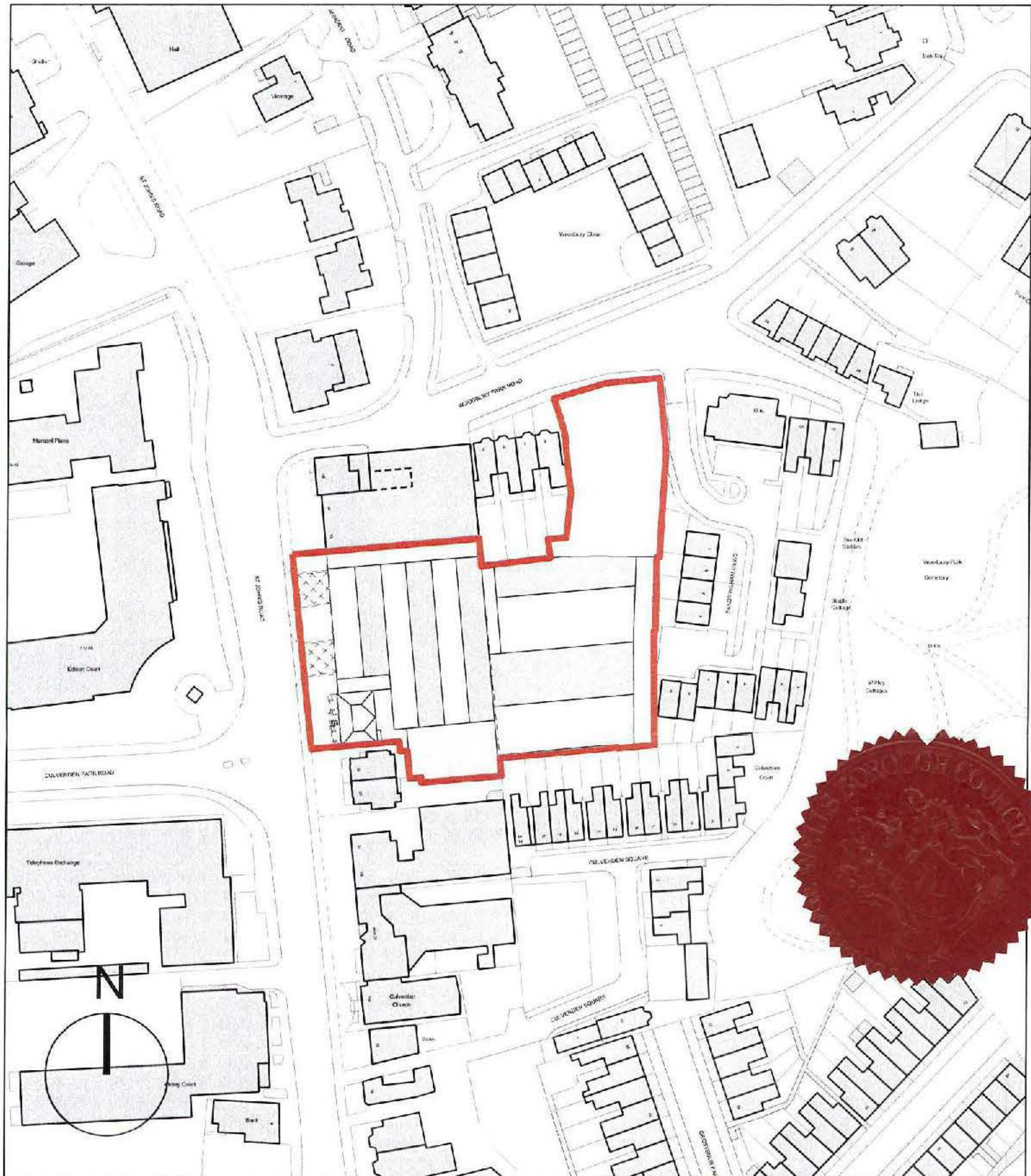
- 4.1 Not to Occupy the Development or permit Occupation until the Owner has paid the Parking Contribution to the Borough Council
- 4.2 The Borough Council covenants with the Owner that it shall apply the Parking Contribution as a contribution towards the Parking Facilities or for such other purposes for the benefit of the Development as the Owner and the Borough Council may otherwise agree in writing and not to use the Parking Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 19 as if it were part of the principal sum paid by the Owner
- 4.3 In the event that all or any part of the Parking Contribution remains unspent or has not committed or used for the purpose for which it was paid within five years from the date of Occupation of the Development (as notified to the Borough Council by the Owner pursuant to Clause 10.1) and unless the Borough Council and the Owner agree otherwise the Borough Council covenants to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

5. Recreation Contribution

- 5.1 Not to Occupy the Development or permit Occupation until the Owner has paid the Recreation Contribution to the Borough Council
- 5.2 The Borough Council covenants with the Owner that it shall apply the Recreation Contribution as a contribution towards the Recreation Facilities or for such other purposes for the benefit of the Development as the Owner and the Borough Council may otherwise agree in writing and not to use the Parking Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 20 as if it were part of the principal sum paid by the Owner
- 5.3 In the event that all or any part of the Recreation Contribution remains unspent or has not been committed or used for the purpose for which it was paid within five years from the date of Occupation of the Development (as notified to the Borough Council by the Owner pursuant to Clause 11.1) and unless the Borough Council and the Owner agree otherwise the Borough Council covenants to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

APPENDIX 1: PLAN

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Authorised Signatory

KEY	NOTE
SITE BOUNDARY	When this drawing is issued in uncontrolled CAD format it will be accompanied by a PDF version and is issued to enable the recipient to prepare their own documents / models / drawings for which they are solely responsible. The recipient should report all drawing errors, omissions and discrepancies to the architect. All dimensions should be checked on site by the contractor and such dimensions shall be the contractor's responsibility.
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Job title
ARRIVA BUS DEPOT
ROYAL TUNBRIDGE WELLS
 drawing title / location
SITE LOCATION PLAN

drawn by	checked	scale	status
		1:1250@A4	PLANNING
project	zone	source	classification
16004	AA	A	00_001

project	zone	source	classification	drawing no.	revision
16004	AA	A	00_001		



APPENDIX 2: DRAFT CONDITIONS

CONDITIONS

Time Limit

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

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

Plans condition

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

16004_A_00_001
16004_A_00_010
16004_A_00_011
16004_A_00_012
16004_A_00_101 Rev A
16004_A_00_102 Rev A
16004_A_00_103 Rev A
16004_A_00_104 Rev A
16004_A_00_105 Rev A
16004_A_00_106 Rev A
16004_A_00_107 Rev A
16004_A_00_108 Rev A
16004_A_00_151
16004_A_00_152
16004_A_00_153
16004_A_00_154
16004_A_00_155
16004_A_00_201 Rev A
16004_A_00_202 Rev A
16004_A_00_203 Rev A
16004_A_00_204 Rev A
16004_A_00_301 Rev A
16004_A_00_302 Rev A
16004_A_00_210 Rev A
16004_A_00_401 Rev A
16004_A_00_402
L/S/001/16143/PGA01 Rev PL04
L/S/003/16143/PH02 Rev PL04
L/S/002/16143/PP03 Rev PL03
L/SE/301/16143/SE01 Rev PL02
L/DE/401/16143/D01 Rev PL02
L/DE/402/16143/D02 Rev PL02
16004_A_SK100
16026-01-009 Rev E

Reason: For the avoidance of doubt and in accordance with the requirements of the Town and Country Planning (General Permitted Development Procedure) (Amendment No.3) (England) Order 2009.

Construction Management

3. Prior to the commencement of the construction works a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The construction of the development shall then be carried out in accordance with the approved Code of Construction Practice and BS5228 Noise Vibration and Control on Construction and Open Sites and the Control of dust from construction sites (BRE DTI Feb 2003) unless previously agreed in writing by the Local Planning Authority.

The plan shall include:

- An indicative programme for carrying out the works
- Measures to minimise the production of dust on the site
- Measures to minimise the noise (including vibration) generated by the construction process
- Details of areas for materials storage
- Details of the site access and parking during construction,
- Management of traffic visiting the site including parking provision for site operatives including an undertaking that HGVs must not reverse into or out of the site unless under the supervision of a banksman.
- Measures to prevent the transfer of mud and extraneous material onto the public highway.

Reason: To protect the amenity of local residents and in the interests of highway safety.

Contamination

4. No development shall commence until the following components of a scheme to deal with the risks associated with contamination of the site shall have been submitted to and approved, in writing, by the local planning authority:

- (1) A preliminary risk assessment which has identified:
 - all previous uses
 - potential contaminants associated with those uses
 - a conceptual model of the site indicating sources, pathways and receptors
 - potentially unacceptable risks arising from contamination at the site.
- (2) A site investigation, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- (3) A remediation method statement (RMS) based on the site investigation results and the detailed risk assessment (2). This should give full details of the remediation measures required and how they are to be undertaken. The RMS should also include a verification plan to detail the data that will be collected in order to demonstrate that the works set out in the RMS are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
- (4) A Closure Report is submitted upon completion of the works. The closure report shall include full verification details as set out in 3. This should include

details of any post remediation sampling and analysis, together with documentation certifying quantities and source/destination of any material brought onto or taken from the site. Any material brought onto the site shall be certified clean; Any changes to these components require the express consent of the local planning authority. The scheme shall thereafter be implemented as approved.

Reason: The reason these details are required prior to commencement is to prevent harm to the environment and protect the health and safety of construction workers and future occupiers.

Contamination

5. If during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason: To prevent pollution of controlled waters and comply with the NPPF

Ventilation Details

6. Prior to the commencement of above ground construction works, details of the mechanical ventilation system to serve the residential units hereby approved and its arrangements for its maintenance shall be submitted to and approved in writing by the Local Planning Authority. The system shall be installed in accordance with the approved details and thereafter maintained in accordance with the approved details.

Reason: The reason these details are required prior to commencement are in order to protect the occupiers of the dwellings from adverse air quality conditions.

Details of Plant

7. Prior to the first use of the premises, details of any plant (including ventilation, refrigeration and air condition) or ducting system to be used in pursuance of this permission shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details. The rating level of noise emitted from the proposed plant and equipment to be installed on the site (determined using the guidance of BS 4142 : 2014 Rating for industrial noise affecting mixed residential and Industrial areas) shall be as low as can be possible. In general this is expected to be 5dB below the existing measured background noise level LA90, T. In exceptional circumstances, such as areas with a very low background or where assessment penalties total above 5 the applicants consultant should contact the Environmental Protection Team to agree a site specific target level. The equipment shall be maintained in a condition so that it does not exceed the predicted noise levels, whenever it is operating. After installation of the approved plant, no new plant or ducting system shall be used without the prior written consent of the Local Planning Authority.

Reason: In order to protect the occupiers of the dwellings from adverse air quality conditions.

Noise

8. Prior to the occupation of the buildings, a scheme to demonstrate that the internal noise levels within the residential units will conform to the levels given in Table 4 design range for rooms as specified times identified by BS 8233 2014, Guidance for Sound Insulation and Noise Reduction for Buildings - Code of Practice, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall demonstrate that the recommendations within the Grant Acoustics Noise assessment REF GA-2015-0012 R1 Rev 5 (dated September 2015) can be met in all respects. The work specified in the approved scheme shall then be carried out in accordance with the approved details prior to occupation of the premises and be retained thereafter.

Reason: In order to protect the residents of the building from undue impact from noise.

Floor Levels

9. Prior to the commencement of above ground construction works, details of the finished ground floor levels, shown in relation to the existing and proposed site levels as well as eaves and ridge heights of neighbouring buildings, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details.

Reason: To ensure a satisfactory appearance on completion of the development.
Foul and Surface Water Drainage

10. Prior to the commencement of above ground construction works shall not commence until details of foul water sewerage disposal and 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 on the Technical Appraisal Report prepared by RSK (January 2016) 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 100yr storm) can be accommodated on-site and disposed of to the receiving public sewer network at a rate to be agreed with the Local Planning Authority.

Reason: To ensure that the principles of sustainable drainage are incorporated into this proposal and to ensure ongoing efficacy of the drainage provisions.

Drainage Implementation

11. No building hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- i) a timetable for its implementation, and
- ii) a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage system throughout its lifetime.

Reason: To ensure that the principles of sustainable drainage are incorporated into this proposal and to ensure ongoing efficacy of the drainage provisions.

Landscaping

12. Notwithstanding the details submitted, above ground construction works shall not take place until details of the proposed hard and soft landscaping; including boundary treatments; together with a programme for their implementation, have been submitted to and approved in writing by the local planning authority. The submitted scheme shall include details of hard landscape works, including hard surfacing materials; and details of soft landscape works, including planting plans and soil depths within the podium amenity area, tree pit details, additional tree planting north eastern corner of the central courtyard, written specifications (including cultivation and other operations associated with the management of the pleached trees on the site frontage and plant and grass establishment) and schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate, a programme of implementation and a 5 year management plan.

Reason: To ensure a satisfactory setting and external appearance to the Development.

Boundary Treatments

13. The approved details for landscaping and boundary treatments shall be carried out in accordance with the agreed details and programme. All soft landscaping shall be carried out in the first planting and seeding season following occupation of the buildings or the completion of the development, (whichever is the earlier) or in accordance with a programme agreed with the Local Planning Authority. All hard and soft landscape works shall be carried out in accordance with the appropriate British Standards or other recognised Codes of Good Practice. All new planting shall be adequately staked and tied and shall be maintained for a period of 5 years. Any trees or plants which, within this period, are removed, die or become, in the opinion of the Local Planning Authority, seriously damaged or diseased shall be replaced in the next planting season with others of the same species, size and number as previously approved, unless the Local Planning Authority gives written consent to any variation.

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

Biodiversity

14. Prior to the commencement of above ground construction works a scheme for the enhancement of biodiversity has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall take account any protected species that have been identified on the site, and in addition shall have regard to the enhancement of biodiversity generally. It shall be include a programme of implementation and monitoring. The scheme shall be implemented in accordance with the approved details and programme, and shall be permanently maintained.

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

Lighting

15. Prior to the occupation of the development hereby approved, details of external lighting shall be submitted to, and approved in writing by the Local Planning Authority. These shall include a layout plan with beam characteristics and a schedule of light equipment proposed. The approved scheme shall be installed, maintained and operated in accordance with the approved details unless the Local Planning Authority gives its written consent to any variation.

Reason: To protect the appearance of the area and neighbouring residents from light pollution.

Materials

16. Prior to the commencement of above ground construction works written details and photographs to be used externally, above foundation level, shall be submitted to the Local Planning Authority and samples of these details shall be made available on site. Furthermore, a sample brick panel shall be constructed on site measuring at least 1m x 1m showing joint size, mortar finish, and colour and type of brick, and the approved panel shall remain on site until the work on these buildings has been completed. The development shall be carried out in accordance with the approved materials details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the characteristics of the locality.

Fenestration and other details

17. Prior to the occupation of the development, details and drawings of fenestration profiles and colour, balconies, rainwater goods, large-scale plans and cross sections to show window recession depths, copings and balustrades shall be submitted to, and approved by, the Local Planning Authority in writing, and the development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the characteristics of the locality.

Parking

18. The areas shown on the approved site layout plan as vehicle parking and turning shall be provided, surfaced and drained in accordance with details submitted to and approved in writing by the Local Planning Authority before the buildings they serve are occupied, and shall be retained unallocated for the use of the occupiers of, and visitors to, the development in accordance with the details approved in the preceding planning condition, and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 as amended (or any Order revoking and re-enacting that Order), shall be carried out on that area of land so shown or in such a position as to preclude vehicular access to this reserved parking space.

Reason: Development without provision of adequate accommodation for the parking and turning of vehicles is likely to lead to parking inconvenient to other road users.

Residents Pack

19. A Residents Welcome Pack shall be made available to all new residents online and as a booklet, containing information and incentives to encourage the use of sustainable transport modes from new occupiers, including:

1. Maps showing the site in relation to walking, local buses, cycle routes, cycle stands, the nearest bus stops, and rail stations
2. Approximate time it takes to walk or cycle to various local facilities
3. Site specific public transport information including up to date public transport timetables
4. Links to relevant local websites with travel information such as public transport operator information, cycling organisations and the Council
5. Information on public transport season tickets and offers
6. Information on the health, financial and environmental benefits of sustainable travel

Reason: To promote the use of sustainable transport and reduce reliance on the private car.

Cycle Storage

20. Prior to the occupation of any of the units on the site the proposed bicycle storage facilities to serve the units shall be provided and made available for use. The bicycle storage facilities shall thereafter be retained unless agreed otherwise in writing by the Local Planning Authority.

Reason: To ensure the provision and retention of adequate off-street parking facilities for bicycles in the interests encouraging alternative modes of transport.

Refuse

21. Prior to the occupation of any of the units on the site the proposed refuse storage facilities to serve the units shall be provided and made available for use. The refuse storage facilities shall thereafter be retained unless agreed otherwise in writing by the Local Planning Authority.

Reason: To facilitate the collection of refuse, preserve visual amenity, reduce the occurrence of pests and in the interests of highway safety.

Age Limit

22. No unit of accommodation shall be occupied at any time other than by a person aged 60 or older together with their spouse, partner or companion as appropriate, except that where a person aged at least 60 years is predeceased having resided within the development as a spouse, partner or companion, that person may continue to reside within the development.

Reason: The application was assessed on this basis, and accordingly mitigation for impact on education and youth recreation facilities was not considered necessary.

Car Charging

23. Prior to the erection of the building(s) hereby approved, written and illustrative details of the number, type and location of charge points shall be provided in accordance with the authorities guidance note on 'Provision of Electric Vehicle Charging Points for New Development'.

All charging systems shall be maintained and kept in good working order as specified by the manufacturer. Where charging facilities are shared, any provision of infrastructure shall also include arrangements for the future operation and maintenance of the facility. Faults shall be identified and rectified in accordance with manufacturer's requirements and failures of EV charging systems shall be rectified within 5 working days to guarantee EV charging stations remain available for use at all times.

Reason: To ensure a satisfactory standard of development which meets the needs of current and future generation.

Obscure glazing

24. Prior to the first use of the premises hereby permitted, the secondary windows facing north within the north facing side elevation and the secondary windows facing south within the south facing side elevation of building B shall be fitted with glass that has been obscured in the manufacturing process to Pilkington level 3 or higher (or equivalent) and shall be non-opening up to a maximum height of 1.7m above internal floor level. Both the obscured glazing and the non-opening design shall be an integral part of the manufacturing process and not a modification or addition made at a later time. The windows shall thereafter be retained as such.

Reason: In the interests of protecting the residential amenities of adjacent dwellings.

25. Prior to the first use of the premises hereby permitted, details of the means to obscure glaze primary windows located within the central recesses in the northern and southern elevations of Building B shall be submitted to, and approved in writing by the Local Planning Authority. These shall include details of the height and extent to which the windows shall be obscured, the method of obscuring (e.g. etching), and the Pilkington level which the obscuring shall be undertaken to (Pilkington level 3 or higher (or equivalent) is expected) and the height to which the windows will be obscure glazed. Both the obscured glazing and the non-opening design shall be an integral part of the manufacturing process and not a modification or addition made at a later time. The windows shall be installed in accordance with the approved details, and thereafter shall be retained as such.

Reason: In the interests of protecting the residential amenities of adjacent dwellings

Delivery and drop-off management

26. Prior to the occupation of the development, a delivery and drop-off management strategy shall be submitted to and approved in writing by the Local Planning Authority. This shall include details for the management of service vehicles visiting the site for collection and delivery of goods from the access hereby approved from Woodbury Park Road only (including signage positions). The development shall be carried out in accordance with the approved details.

Reason: In the interests of highway safety and to ensure large vehicles do not stop/park within the highway.

Highways matters

27. Prior to the commencement of the development, full details of the following matters shall be submitted to and approved in writing by the Local Planning Authority.

- Full details illustrating the proposed gating, pedestrian access arrangements, pedestrian visibility splays and access visibility splays for the Woodbury Park Road access hereby permitted.
- Details of visibility splays and pedestrian visibility splays for the drop-off/pick-up on St Johns Road.

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

Reason: In the interests of highway safety and to ensure suitable access and visibility. Such details are fundamental to the application and are therefore required prior to its commencement.

Reinstatement of footways/street parking lamps

28. Prior to commencement of the development, details of the off site works to include reinstatement of the footways together and removal/re-siting of on street parking bays/lamp column, shall be submitted to and approved in writing by the Local Planning Authority following consultation with the Highway Authority. The agreed scheme shall be implemented in accordance with the approved details and in accordance with highway authority standards and specification.

Reason: To provide suitable repairs to the highway in the interests of highway safety. Such details are fundamental to the application and are therefore required prior to its Commencement

Sustainable design and energy

29. The development hereby permitted shall be constructed in accordance with the specifications, technologies and methods as outlined within the Sustainable Design and Energy Assessment submitted unless otherwise agreed in writing by the Local Planning Authority.

Reason: in the interests of sustainable construction.

INFORMATIVES

1. The developer should advise future residents that they will not be eligible for on street parking permits within this area and that parking provision within the application site should be used instead.
2. The applicant/developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. The applicant/developer should contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk in order to progress the required infrastructure.

3. It is the responsibility of the applicant to ensure, before the development hereby approved is commenced, that all necessary highway approvals and consents where required are obtained and that the limits of highway boundary are clearly established in order to avoid any enforcement action being taken by the Highway Authority. Across the county there are pieces of land next to private homes and gardens that do not look like roads or pavements but are actually part of the road. This is called 'highway land'. Some of this land is owned by The Kent County Council (KCC) whilst some are owned by third party owners. Irrespective of the ownership, this land may have 'highway rights' over the topsoil. Information about how to clarify the highway boundary can be found at [www.kcc.gov.uk](#)

The applicant must also ensure that the details shown on the approved plans agree in every aspect with those approved under such legislation and common law. It is therefore important for the applicant to contact KCC Highways and Transportation to progress this aspect of the works prior to commencement on site.

4. As the development involves demolition and / or construction broad compliance with the Mid Kent Environmental Code of Development Practice is expected.

B. IF THE APPLICANTS FAIL TO ENTER INTO SUCH AGREEMENT BY 20 OCTOBER 2017, THE HEAD OF PLANNING SERVICES SHALL BE AUTHORISED TO REFUSE PERMISSION FOR THE FOLLOWING REASON (UNLESS A LATER DATE BE AGREED BY THE HEAD OF PLANNING SERVICES):

1. The proposal fails to mitigate the air quality impact of the development and fails to make adequate provision for its sustainable transport needs (A26 cycle strategy) and would therefore conflict with the NPPF; Policy CP1 of the Tunbridge Wells Borough Core Strategy, 2010.

2. The proposal fails to provide contributions towards social care to mitigate the impact of the development and would therefore conflict with the NPPF; Policy CP1 of the Tunbridge Wells Borough Core Strategy, 2010.

3. The proposal fails to provide contributions towards recreation to mitigate the impact of the development and would therefore conflict with the NPPF; Policy CP1 of the Tunbridge Wells Borough Core Strategy, 2010.

4. The proposal fails to provide contributions towards the relocation of existing on street permit parking to mitigate the impact of the development and would therefore conflict with the NPPF; Policy CP1 of the Tunbridge Wells Borough Core Strategy, 2010.

