

DATED 24th SEPTEMBER 2015

NEWMAQUINN PROPERTIES LTD (1)

and

NEWMAQUINN DEVELOPMENTS LTD (2)

and

REDROW HOMES LIMITED (3)

and

CANTERBURY CITY COUNCIL (4)

and

THE KENT COUNTY COUNCIL (5)

DEED OF AGREEMENT

Pursuant to Section 106 of the Town and County Planning Act 1990
Relating to Former Herne Bay Golf Club

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THIS AGREEMENT is made the 24th day of SEPTEMBER 2015

BETWEEN

- (1) **NEWMAQUINN PROPERTIES LTD** whose registered office is 77 Bekesbourne Lane Littlebourne Canterbury Kent CT3 1UZ ("*the First Owner*")
- (2) **NEWMAQUINN DEVELOPMENTS LTD** whose registered office is 77 Bekesbourne Lane Littlebourne Canterbury Kent CT3 1UZ ("*the Second Owner*")
- (3) **REDROW HOMES LIMITED** (Company Number 01990710) whose registered office is Redrow House St. David's Park Flintshire CH5 3RX ("*the Developer*")
- (4) **CANTERBURY CITY COUNCIL** of Military Road Canterbury Kent CT1 1YW ("*the City Council*")
- (5) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent ("*the County Council*")

WHEREAS:-

- (A) The City Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the 1990 Act for the area within which the Land is situated and by whom the obligations in this Deed are enforceable
- (B) On 13 April 2015 the Developer made the Application to the City Council to carry out the Development
- (C) At a meeting of the City Council's Planning Committee held on 15 September 2015 it was resolved that (subject to the completion of this Deed and a reference to the Secretary of State) the Planning Permission should be granted
- (D) The First Owner has a freehold interest in the Land registered at HM Land Registry under title numbers K983949 and TT692
- (E) The Second Owner has a freehold interest in the Land registered at HM Land Registry under title numbers K775338, K776219, TT9534, TT9531, K766374, K983946 and TT708
- (F) The City Council and the County Council considers it expedient in the interests of the proper planning of their respective areas that provision should be made for regulating the Development in the manner set out in this Deed and the Parties have therefore agreed to enter into this Deed

NOW THIS DEED WITNESSES as follows:-

1. Statutory Authority and Enforceability

- 1.1 This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of Section 106 and are (subject to the terms of this Deed) enforceable by the City Council or the County Council not only against the

Owner and the Developer but also against any successors in title to the interest of the Owner and the Developer and their assigns

- 1.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the City Council and the County Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011
- 1.3 This Deed shall not bind or be enforceable against the following:-
 - 1.3.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part) against the part disposed of but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with its interest;
 - 1.3.2 individual owners and occupiers of Residential Units or their mortgagees or chargees and all of those persons successors in title except in respect of the obligations in Schedule B which shall remain enforceable against owners occupiers or tenants of Affordable Housing Units save where an owner occupier or tenant of an Affordable Housing Unit has exercised a right to buy or acquire that property under any statutory provision;
 - 1.3.3 any person who has purchased 100 per cent of the equity in an Affordable Housing Unit pursuant to a Shared Ownership or Shared Equity Housing arrangement and any mortgagee and successors or other persons deriving title from such a person;
 - 1.3.4 individual owners and occupiers and their mortgagees of community business or office floorspace or part of it within the Development;
 - 1.3.5 any mortgagee or chargee of an Affordable Housing Provider which has the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units (which shall include any body providing loan facilities) and any person who shall derive title directly or indirectly from such mortgagee or chargee (other than an Affordable Housing Provider) or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 PROVIDED ALWAYS that such mortgagee or chargee or any receiver appointed by such mortgagee or chargee or receiver so appointed shall first have notified the City Council and the County Council that it wishes to exercise its statutory power of sale and within three months of such notification the mortgagee or chargee or receiver having used reasonable endeavours shall have been unable to enter into a contract for sale of the relevant Affordable Housing Units to another Affordable Housing Provider on terms that on completion thereof the mortgagee or chargee or receiver will recover the total sum outstanding under its charge or mortgage including any interest thereon
 - 1.3.6 any statutory undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services

2. Interpretation

2.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

“the 1990 Act” means the Town and Country Planning Act 1990 (as amended)

“Adult Social Care Facilities” means a Changing Place Facility and enhanced design features as part of the Sports Pavilion forming part of the Sports Hub Facilities to increase accessibility for marginalised groups (including but not limited to older people and those with physical learning and mental disabilities)

“Affordable Housing” means housing that is to be erected and made available to eligible households in Housing Need nominated by the City Council whose incomes are not sufficient to enable them to rent or buy housing available locally on the open market determined with regard to local incomes and local house prices

“Affordable Housing Provider” means a social housing provider as defined in section 80 of the Housing and Regeneration Act 2008 or such other organisation as is approved by the City Council and agreed with the Owner and/or the Developer from time to time

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

- (a) the quantum;
- (b) the location and distribution;
- (c) the tenure;
- (d) the mix;
- (e) the type and unit size; and
- (f) the proportion and level of the car parking provision

of the said Affordable Housing Units

“Affordable Housing Tenure Mix” means that the Affordable Housing within the Development shall be provided as 70% Affordable Rented Housing Units and 30% Shared Ownership Housing unless otherwise agreed between the Owner and/or the Developer and the

City Council

"Affordable Housing Units"	means residential units provided by way of Affordable Housing
"Affordable Rented Housing"	means Affordable Housing which is let by the City Council or an Affordable Housing Provider to households who are eligible for social rented housing at rents which are no more than 80% of the local market rent (including service charges where applicable)
"Affordable Rented Housing Units"	means Affordable Housing Units provided as Affordable Rented Housing
"All Reasonable Endeavours"	<p>means that the party responsible for an obligation must exert itself to perform that obligation in a manner which:-</p> <ul style="list-style-type: none">(a) demonstrates that it has taken serious and detailed consideration of its contractual commitment and the fact that the Planning Permissions would not have been granted without there being a planning obligation of that nature included within this Deed;(b) has utilised such methods as are likely to achieve the desired result recognising that it is of prime importance that the result is achieved;(c) recognises that:-<ul style="list-style-type: none">(i) it is not permissible to seek to limit or abandon the contractual commitment to strive to achieve the desired result simply on the grounds that the obligation is not commercially or financially desirable for that Party save where the pursuance of such contractual commitment would lead to a materially negative commercial or financial impact at that time; and(ii) that it entered into the obligation on a voluntary basis and with the benefit of professional advice; and(d) in the event that the first attempt at securing the desired result is unsuccessful then (unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has then undertaken all reasonable alternative means of achieving the desired result with a view to ensuring

that the obligation can be performed

AND FOR THE AVOIDANCE OF DOUBT:-

(i) in relation to the Owner and/or the Developer this term is to be interpreted within the context that:-

- the Planning Permissions would not have been granted unless the planning obligations contained in this Deed had been entered into;
- they seek to and would expect to profit financially and commercially from the construction and operation of the Development; and
- there is nothing in the knowledge of the Owner and/or the Developer prior to or at the date of this Deed which would require any unreasonable endeavour to be employed in the performance of the planning obligations

and

(ii) in relation to the City Council and the County Council this term is to be interpreted within the context that:-

- they are public authorities with statutory duties and responsibilities which they are required to fulfil with propriety in the public interest and in accordance with law policy and their standing orders and standard administrative processes;
- they have required the planning obligations contained in this deed to be entered into in order that the Planning Permissions could be granted for the Development; and
- they are public authorities and not commercial organisations and are required to work within the financial constraints which that status imposes upon them

“Bus Service”

means the provision of improved bus services (in terms of frequency and/or route in relation to the Development) to facilitate the service between the Development and other

points on the strategic highway network within the Canterbury area and encourage the use of public transport rather than the private car on the highway network

“Changing Place Facility”

means toilet and changing room facilities as specified in the Changing Places Consortium Standards 2015

“Commencement of Development”

means commencement of the Development or (where expressly specified) a Phase by the undertaking of a material operation as defined by section 56(4) of the 1990 Act PROVIDED ALWAYS THAT:-

- (a) ground investigations and/or site survey works;
- (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
- (c) construction of boundary fencing or hoardings;
- (d) construction of temporary highways accesses;
- (e) archaeological investigation;
- (f) ecological investigation and mitigation (including for the avoidance of doubt earthworks and the re routing of Plenty Brook in relation to the same)
- (g) noise attenuation works;
- (h) demolition works;
- (i) works of site clearance;
- (j) temporary structures and buildings including site offices;
- (k) marking or pegging out operations;
- (l) landscape clearance works and planning;
- (m) remediation works;
- (n) excavation works to adjust ground levels on site including laying of piling mat; and
- (o) temporary display of advertisements

shall not be taken to be a material operation for the

purposes of this Deed and **“Commence Development”**
“Commencement” **“Commences”** and **“Commenced”**
shall be construed accordingly

“Commercial Unit” means any unit or building to be provided by the Owner and/or the Developer as part of the Development and used for purposes falling within classes A1 to A5 and B1 of the Town and Country Planning (Use Classes) Order 1987 (as amended)

“Committed for Expenditure” means that the City Council or the County Council as appropriate has identified or allocated a financial contribution for spending the contribution in accordance with its legal duties pursuant to S151 of the Local Government Act 1972 and in a manner which is compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

“Deed” means this agreement between the Parties

“Development” means the demolition of the current buildings on the Land and redevelopment of the Land pursuant to the Planning Permission for the phased comprehensive redevelopment of the former Herne Bay Golf Club including the demolition of the existing golf club house and associated maintenance buildings and the creation of 113 residential units including affordable housing; a Sports Hub, comprising the erection of a sports pavilion (762 sqm); tennis pavilion (33 sqm); green keeper's store (119 sqm); two artificially surfaced football pitches (one shared with hockey); dual use cricket pitch including two mini football pitches; one artificially surfaced hockey pitch; six artificially surfaced tennis courts; a new pedestrian, cycle and vehicular access of the Thanet Way and associated internal roads; sustainable drainage system including flood plain re-modelling; together with associated earthworks, infrastructure, landscaping and artificial lighting. The outline element comprising up to 459 residential units including affordable housing; 60 bed care home, Use Class C2; doctors surgery, Use Class D1 (up to 900 sqm); retail, Use Class A1 (up to 600 sqm); hot food takeaway, use class A5 (up to 300 sqm); public house, use class A4 (up to 800 sqm); office/financial services, use class B1/A2 (up to 3,300 sqm); restricted secondary vehicular access off Bullockstone Road including a pedestrian and cycle route; sustainable drainage system; together with associated earthworks, parking, open space, including equipped play and landscaping.

“HCA”	means the Homes and Communities Agency or any successor body from time to time
“Herne Bay Gateway Project Contribution”	<p>means the sum of ONE HUNDRED AND TWO THOUSAND NINE HUNDRED AND SIXTY POUNDS (£102,960.00) Index Linked to be used towards:-</p> <ul style="list-style-type: none"> (a) the adaption works required to create additional space for public use at Herne Bay Library; (b) fitting out and resourcing of the said additional space and works to increase accessibility for marginalised groups (including but not limited to older people and those with physical learning and mental disabilities) to Herne Bay Library
“Herne Relief Road”	means the provision of a new road at the A291 at Herne and improvements to Bullockstone Road as set out in policy T13 of the Canterbury District Local Plan Publication Draft 2014 together with all related infrastructure and/or for a package of improvements along the A291 between Sturry and Herne
“Housing Need”	<p>means:-</p> <ul style="list-style-type: none"> (a) in relation to the Affordable Rented Housing Units as regards a person who is homeless or is currently occupying a residential unit which is overcrowded under occupied in need of renovation or unfit for human habitation or for any other such reason as the City Council may agree constitutes circumstances in which it is unreasonable for that person to continue occupying such residential unit; or (b) in relation to Intermediate Housing Units means a person whose income is insufficient to enable them to rent or buy housing available locally on the open market determined with regard to local incomes and local house prices
“Index”	<p>means:-</p> <ul style="list-style-type: none"> (a) in relation to any contribution to be paid to the City Council the Consumer Prices Index published by the Office for National Statistics or any successor ministry department or organisation and if the said index is at the relevant time no longer published such other comparable index or basis for indexation

as the Parties may agree;

(b) in relation to:-

- (i) the Strategic Highways Contribution to be paid to the County Council the Road Construction Prices Index
- (ii) any other contribution to be paid to the County Council the General Build Cost Index as published by the Building Cost Information Service

and if the said index is at the relevant time no longer published such other comparable index or basis for indexation as the parties may agree

"Index-Linked"

means the product (if any) of the amount of the contribution payable under this Deed multiplied by A and divided by B where:-

"A" is the most recently published figure for the Index prior to the date of the payment; and

"B" is the most recently published figure for the Index at the date of this Deed

"Initial SAMM Contribution"

means the sum of SEVENTY THREE THOUSAND FIVE HUNDRED AND FIFTY NINE POUNDS (£73,559.00) Index Linked to be used as a contribution towards the cost of implementing the City Council's Strategic Access Management and Monitoring Plan which provides a strategy for mitigating the impact of new housing in the vicinity of the Thanet Coast and Sandwich Bay Special Protection Area

"Interest"

means interest at the base lending rate of the Co-operative Bank Plc or such other bank as the City Council or the County Council as appropriate uses from time to time plus 4%

"Interest Bearing Account"

means an account within the City Council's or the County Council's (as appropriate) accounting system to which interest will be added at a rate equivalent to that which the City Council or the County Council (as appropriate) obtains on its investments

"Intermediate Housing"

means low cost housing units for sale or rent provided at a cost above target rents but below open market levels and which are available for sale as Shared Ownership Shared Equity or other intermediate sale product or other intermediate rental arrangements so as to be affordable to

households who cannot afford to rent or buy on the open market PROVIDED ALWAYS THAT each sum specified in the table shall be Index Linked

“Intermediate Housing Unit”

means the Affordable Housing Units which are to be provided as Intermediate Housing and “Intermediate Housing Units” shall be construed accordingly

“the Land”

means the land shown (for the purpose of illustration only) edged red on Plan 1 in respect of which the Planning Permission is granted

“Market Housing Units”

means the residential units constructed on the Land as part of the Development and sold on the open market (which FOR THE AVOIDANCE OF DOUBT shall not include the Affordable Housing Units)

“Occupation”

means occupation of the Land or any of the buildings or Residential Units forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition construction fitting out decoration marketing or for site security purposes and “Occupy” and “Occupied” shall be construed accordingly

“Owner”

means the First Owner and the Second Owner

“Parties”

means the parties to this Deed

“Phase”

means a Phase of the Development as shown on Plan 3

“Phase 1”

means the first Phase as shown on Plan 3

“Phase 1 Affordable Housing Units”

means the following mix of Affordable Housing Units to be located within that part of Phase 1 in respect of which detailed planning permission is granted pursuant to the Planning Permission

Type	Beds	Storey	Area(sqm)	Number
Apartment Bldg A	1B	-	51	6
Apartment Bldg B	2B	-	63	3
	2B	-	65	3
	2B	-	67	3
Apartment Bldg C	2BC	-	70	6
Apartment Bldg D	1B1	-	53	3
	2B2	-	63	3
	2B2	-	70	3
Tavy (mid) Special	2B	2	83	2
Tavy (end) Special	2B	2	83	2
Houses Dart (mid Special)	3B	2	96	2
Dart (end) Special	3B	2	96	2
Tweed (end) Special	4B	2	107	2
Total affordable units				40

"Phase Commencement Date"	means the date on which a Phase is Commenced pursuant to an RM Approval
"Plan 1"	means the plan appended at Appendix 1 to this Deed showing the Land for illustration purposes only and marked "Plan 1"
"Plan 2"	means the plan appended at Appendix 1 to this Deed showing (for the purpose of illustration only) the Publicly Accessible Open Space and marked "Plan 2"
"Plan 3"	means the plan appended at Appendix 1 to this Deed showing (for the purpose of illustration only) the Phases of the Development and marked "Plan 3"
"Planning Application"	means the planning application for the Development made by the Owner and the Developer on 13 April 2015 and given reference number CA//15/00844 by the City Council
"Planning Conditions"	means the conditions set out in the draft Planning Permission annexed at Schedule A subject to which the Planning Permission is to be granted
"Planning Permission"	means the planning permission to be granted by the City Council with respect to the Application in the form of the draft which is annexed at Schedule A to this Deed
"Practical Completion"	means issue of a certificate by the Developer's architect civil engineer or chartered surveyor as appropriate certifying that the Development or a Phase is for all practical purposes sufficiently complete to be put into use
"Primary Education Contribution"	means a contribution of TWO MILLION FIVE HUNDRED AND TWO THOUSAND POUNDS (£2,502,000.00) Index Linked towards the provision of the new primary education facilities and services (currently known as Herne Bay Golf Club and Strode Farm new primary school project) AND FOR THE AVOIDANCE OF DOUBT such contribution may be used toward the costs of purchase of land for these educational purposes
"Publicly Accessible Open Space"	means the areas of publicly accessible open space to be provided within the Development as shown for the purposes of illustration only on Plan 2 and comprising:- <ul style="list-style-type: none"> (a) 11.17 hectares of semi natural open space (b) 1.40 hectares of parks

- (c) 1.80 hectares of green corridors
- (d) 2.47 hectares sports fields
- (e) 4.06 hectares of amenity green space
- (f) 0.56 hectares of play areas
- (g) community allotments in relevant phases

AND FOR THE AVOIDANCE OF DOUBT the specific location of each element of the publicly accessible open space shall be as specified in the relevant RM Approval

“Public Rights of Way means those parts of the public rights of way which the County Council refers to as CH23 and CH24 which are on the Land

“Quarter Days” means each of 28 February 28 May 28 August and 28 November

“Reasonable Endeavours” means that the party responsible for an obligation must exert itself to perform that obligation in a manner which:-

- (a) demonstrates that it has taken serious and detailed consideration of its contractual commitment and the fact that the Planning Permissions would not have been granted without there being a planning obligation of that nature included within this Deed;
- (b) has utilised such methods as are likely to achieve the desired result recognising that it is of prime importance that the result is achieved;
- (c) recognises that:-
 - (i) it is not permissible to seek to limit or abandon the contractual commitment to strive to achieve the desired result simply on the grounds that the obligation is not commercially or financially desirable for that Party save where the pursuance of such contractual commitment would lead to a materially negative commercial or financial impact at that time; and
 - (ii) that it entered into the obligation on a voluntary basis and with the benefit of professional advice; and
- (d) in the event that the first attempt at securing the desired result is unsuccessful then (unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has undertaken at

least two alternative means of achieving the desired result with a view to ensuring that the obligation can be performed

AND FOR THE AVOIDANCE OF DOUBT:-

(i) in relation to the Owners this term is to be interpreted within the context that:-

- the Planning Permissions would not have been granted unless the planning obligations contained in this Deed had been entered into;
- they seek to and would expect to profit financially and commercially from the construction and operation of the Development; and
- there is nothing in the knowledge of the Owners prior to or at the date of this Deed which would require any unreasonable endeavour to be employed in the performance of the planning obligations

and

(ii) in relation to the District Council the City Council and the County Council this term is to be interpreted within the context that:-

- they are public authorities with statutory duties and responsibilities which they are required to fulfil with propriety in the public interest and in accordance with law policy and their standing orders and standard administrative processes;
- they have required the planning obligations contained in this deed to be entered into in order that the Planning Permissions could be granted for the Development; and
- they are public authorities and not commercial organisations and are required to work within the financial constraints which that status imposes upon them

“Residential Units” means:-

- (a) the Affordable Housing Units; and
- (b) the Market Housing Units

“RM Application”	means a reserved matters application submitted by the Developer to the City Council for a Phase (or sub-phase as appropriate) within the Outline Element of the Development
“RM Approval”	means written notice from the City Council approving one or more reserved matters in respect of a Phase (or sub-phase as appropriate) of the Development
“Second SAMM Contribution”	means the sums payable in accordance with Schedule C of this Deed to be used as a contribution towards the cost of implementing the City Council's Strategic Access Management and Monitoring Plan which provides a strategy for mitigating the impact of new housing in the vicinity of the Thanet Coast and Sandwich Bay Special Protection Area
“Secondary Education Contribution”	means a contribution of TWO HUNDRED AND FIFTY EIGHT THOUSAND POUNDS (£258,000.00) Index Linked towards Herne Bay High Phase 1 expansion project to provide additional education facilities and services required to meet the impact of the Development pursuant to the Planning Permission which for the avoidance of doubt such contribution may be used toward the costs of purchase of land for educational purposes
“Shared Ownership Housing”	means Affordable Housing provided by an Affordable Housing Provider on a part equity part sale basis whereby an initial portion between 25 per cent and 75 per cent of the equity in the housing unit is sold to a purchaser with the option for such purchaser to purchase additional equity up to 100 per cent and a rent is charged by the Affordable Housing Provider in respect of its retained equity pursuant to a lease drafted in accordance with the HCA's guidelines issued from time to time
“the Sports Clubs”	means:- <ul style="list-style-type: none"> (a) Herne Bay Hockey Club (b) Herne Bay Youth Football Club (c) Herne Bay Cricket Club (d) Herne Bay Tennis Club
“the Sports Clubs Trust”	means the registered charity and company limited by guarantee which shall inter alia:- <ul style="list-style-type: none"> (a) own the Sports Hub Facilities pursuant to the Sports Hub Facilities Lease;

- (b) manage the Sports Hub Facilities for the benefit of the Sports Clubs the residents of the Development and other members of the local community

“Sports Hub Facilities”

means the sports facilities to be located as shown (for the purpose of illustration only) on Plan 2 and comprising:-

- (a) sports pavilion;
- (b) tennis pavilion;
- (c) green keepers store;
- (d) two artificially surfaced pitches;
- (e) dual use grass cricket pitch including two mini football pitches;
- (f) one artificially surfaced hockey pitch;
- (g) six artificially surfaced tennis courts;
- (h) car park comprising 115 parking spaces (of which 7 shall be disabled parking spaces) 4 coach parking spaces and 19 cycle parking spaces;
- (i) associated landscaping and lighting
- (j) Adult Social Care Facilities

PROVIDED ALWAYS THAT the total cost to the Owner and the Developer of providing the facilities shall not exceed TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000.00) Index Linked

“Sports Hub Facilities Lease”

means a lease of the Sports Hub Facilities to a charitable trust incorporated by the Sports Clubs for this purpose on the following terms (and otherwise as agreed between the Owner the Developer and the Sports Clubs):-

- (a) a term of 125 years
- (b) an obligation to maintain the Sports Hub Facilities in good and substantial repair to a standard appropriate to complement a high quality residential development
- (c) an obligation requiring the Sports Hub Facilities to be made available for use by the Sports Clubs and for the Sports Club to make the Sports Hub facilities

available for community use

- (d) the use of the Sports Hub Facilities and the land on which they are located will be limited to sport and recreation and the lease will expressly prohibit commercial or residential development of the same
- (e) the lease will generally not be assignable or capable of sub-letting but will be able to be assigned with the consent of the landlord (not to be unreasonably withheld) where the assignment of the lease is necessary to permit the continuation of the use of the facilities for the use permitted by the lease
- (f) the lease will entitle the landlord to forfeit the lease in the event of the tenant failing to maintain the Sports Hub Facilities in appropriate condition

“Sports Hub Facilities Specification”

means the specification for the Sports Hub Facilities as shown on the plans and drawings listed below or such other plans and drawings as shall be agreed between the Owner the Developer the City Council and the County Council

- (a) Phase 1 Proposed Site Layout (Sheet 2 of 3) 21387B/41 Rev A
- (b) Phase 1 Proposed Site Layout (Sheet 3 of 3) 21387B/42 Rev A
- (c) Landscape Proposals Plan Sheet 1 L301 Rev A
- (d) Landscape Proposals Plan Sheet 2 L302 Rev A
- (e) Sports Pavilion Proposed Floor Plan 21387B/100 Rev A
- (f) Sports Pavilion Proposed Elevations 21387B/101 Rev A
- (g) Tennis Club House Proposed Floor Plans & Elevations 21387B/102 Rev A
- (h) Green Keeper's Workshop Proposed Floor Plans & Elevations 21387B/103 Rev A

“Statutory Undertakers”

means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995

“Strategic Highways Contribution”

means the maximum of THREE MILLION THREE HUNDRED AND SIXTY ONE THOUSAND TWO HUNDRED POUNDS (£3,361,200.00) Index Linked calculated as follows:

$$(14.52\% \times \text{£h}) + (8\% \times \text{£s})$$

Where

£h means the cost associated with the design, layout, construction and completion of the Sturry Relief Road; and

£s means the costs associated with the design, layout, construction and completion of the Herne Relief Road

as a reasonable proportion for the Development to bear in respect of the total Strategic Highways and Public Transport Improvements which sum shall be applied to specific Strategic Highways Improvements projects

“Strategic Highways Initial Contribution Notice”

means a written notice from the City Council and the County Council to the Developer and the Owner which:-

- (a) requires all or part of the Strategic Highways and Public Transport Contribution to be paid to the City Council or the County Council as appropriate
- (b) specifies the Strategic Highways and Public Transport Improvements project to which all or part of the Strategic Highways and Public Transport Contribution is to be applied and the estimated cost thereof
- (c) if only part of the Strategic Highways and Public Transport Contribution is required to be paid specifies the amount of the payment to be made pursuant to the notice
- (d) specifies the timetable within which the specified project is anticipated to be carried out

“Strategic Highways Improvements”

means one or more projects to improve the infrastructure and use of the strategic highways network in the Canterbury Area whether by the creation of new or improved highways which projects may include but shall not be limited to:-

- (a) the design, layout, construction and completion of the Sturry Relief Road

	(b) the design, layout, construction and completion of the improvements to that part of the Herne Relief Road which is on public land or public highway
"Strategic Highways Works Actual Cost Notice"	means a written notice from the City Council and the County Council to the Owner and the Developer which:- <ul style="list-style-type: none"> (a) refers to the Strategic Highways Improvement project in respect of which a sum was paid pursuant to a Strategic Highways Initial Contribution Notice (b) provides evidence as to the actual cost of the Strategic Highways Improvement project and the amount by which that cost exceeds the sum paid pursuant to the Strategic Highways Initial Contribution Notice (c) states the additional sum required to be paid by the Owner and the Developer in respect of the specified Strategic Highways Improvements project
"Sturry Relief Road"	means the provision of a new road at the A28 at Sturry as set out in policy T14 of the Canterbury District Local Plan Publication Draft 2014 together with all related infrastructure and/or for a package of improvements along the A291 between Sturry and Herne
"Thanet Coast and Sandwich Bay Special Protection Area"	means the area designated by the European Commission under the Birds Directive and identified in the European Union Natura 2000 Network under the code UK9012071 and protected by the Conservation of Habitats and Species Regulations 2010
"Working Day"	means any day excluding Saturdays, Sundays and bank holidays and "Working Days" shall be construed accordingly
"Youth Services Contribution"	means the sum of SEVEN THOUSAND TWO HUNDRED AND FIFTY POUNDS ONLY (£7,250.00) Index Linked to be used towards the provision of youth services at Herne Bay Youth Centre

2.2 In this Deed:-

- 2.2.1 All consents approvals expressions of satisfactions certificates notifications directions authorities agreements given required to be given reached or taken by any Party in pursuance of this Deed (or any response to any of the same) shall be given in writing and shall not be unreasonably withheld or delayed

- 2.2.2 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force
- 2.2.3 Clause and paragraph headings are for convenience only and shall not affect interpretation
- 2.2.4 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed
- 2.2.5 Words importing the masculine gender shall include the feminine and unless the context otherwise requires words importing the singular number shall include the plural and vice versa
- 2.2.6 Any covenant not to do any act or thing includes an obligation not to allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person
- 2.2.7 Reference to a person or persons shall include a reference to a body corporate
- 2.2.8 Reference to an incorporeal interest shall include a reference to an easement
- 2.2.9 Reference to a Plan of a particular number is to the Plan of that number annexed to this Deed
- 2.2.10 Where a party includes more than one person any obligations of that party shall be joint and several
- 2.2.11 References to the "Council" shall mean Canterbury City Council acting in its statutory capacity as local planning authority
- 2.2.12 The expressions "the City Council" "the Owner" and "the Developer" shall where the context so admits include their respective successors in title and assignees

3. Effect and Conditionality of this Deed

It is hereby agreed that other than this clause and Clauses 1, 2, 4.2, 4.4, 4.5, 5.1, 5.2, 5.3, 6.2, 6.4, 6.5, 7.1, 7.3, 8-21 inclusive and Paragraph 1 of Schedule G to this Deed (which shall come into effect upon the date hereof) this Deed is conditional upon the grant of the Planning Permission and shall come into effect:-

- 3.1 generally upon the date of Commencement of Development; and
- 3.2 specifically in accordance with the timetable for each obligation as set out in this Deed

4. The Owner and the Developer Covenant with the City Council

The Owner and the Developer covenant with the City Council:-

- 4.1 To perform the planning obligations on their parts set out in the Schedules to this Deed so as to bind the Owner and the Developer and their successors in title to each and every part of the Land
- 4.2 To give not less than 20 Working Days prior written notification to the Planning Obligations Officer (quoting reference CA15/00844/OUT) at the City Council's address specified above of the intended:-
- 4.2.1 date of Commencement of Development; and
- 4.2.2 the Phase Commencement Date for each Phase
- 4.3 To serve written notice upon the City Council within 20 Working Days after the date on which:-
- 4.3.1 85% of the Market Housing Units in each Phase are in Occupation
- 4.3.2 the first Residential Unit in each Phase is in Occupation; and
- 4.3.3 construction has commenced of more than each of:-
- 100 Residential Units;
 - 150 Residential Units;
- 4.4 In the event that Commencement of Development takes place and the notice required by Clause 4.2 above has not been given by the Owner and the Developer then the failure to give the required notice shall not affect the liability of the Owner and the Developer to make the contributions referred to in this Deed herein or to comply with any other planning obligations in this Deed
- 4.5 To provide written or electronic notification to the City Council on the Quarter Days (until such date as all the Market Housing Units have been sold and all the Affordable Housing Units have been transferred to an Affordable Housing Provider or such other date as shall be agreed between the Parties) in the form of summary statistics identifying the total number of Residential Units on the Land as at that particular Quarter Day together with their type and size and also distinguishing between those Residential Units where:-
- 4.5.1 construction has Commenced;
- 4.5.2 construction has advanced to Practical Completion;
- 4.5.3 Market Housing Unit sales have taken place; and
- 4.5.4 Affordable Housing Units have been transferred to an Affordable Housing Provider in accordance with Schedule B of this Deed.

5. The City Council's Covenants with the Owner and the Developer

- 5.1 To comply with its obligations pursuant to the provisions of this Deed.

- 5.2 To deposit all monies paid by the Owner and the Developer to the City Council pursuant to the provisions of any Schedule to this Deed into an Interest Bearing Account for the period during which all or any of those monies remains unexpended by the City Council
- 5.3 To apply any payments received by it pursuant to Schedule C to this Deed (together with interest accruing thereon) only for the purposes referred to in Schedule C to this Deed for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010) and that if any amount so received remains unexpended or not Committed for Expenditure at the end of ten years after the date of payment it will repay any unexpended balance to the Owner and the Developer together with such interest as has accrued in the Interest Bearing Account set up by the City Council pursuant to Clause 5.2 of this Deed
- 5.4 From time to time if reasonably required by the Owner and the Developer (but not more than once in each period of six calendar months) to provide returns showing:-
- 5.4.1 the total amounts that it has received from the Owner and the Developer pursuant to the provisions of this Deed and the provision of this Deed pursuant to which it received them; and
- 5.4.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure

and the City Council shall provide such further information and explanations concerning such payments and expenditure as the Owner and the Developer may from time to time reasonably require

6. The Owner and the Developer covenant with the County Council

The Owner and the Developer covenant with the County Council:-

- 6.1 To perform the planning obligations on their parts set out in the Schedules to this Deed so as to bind the Owner and the Developer and successors in title to each and every part of the Land
- 6.2 To give not less than 20 Working Days prior written notification to Head of Legal and Democratic Services quoting reference LS/21/108001 at the County Council's address specified above of the intended:-
- 6.2.1 date of Commencement of Development; and
- 6.2.2 the Phased Commencement Date for each Phase
- 6.3 To serve written notice upon the County Council within 20 Working Days after the date on which:-
- 6.3.1 85% of the Market Housing Units in each Phase are in Occupation
- 6.3.2 the first Residential Unit in each Phase is in Occupation; and
- 6.3.3 construction has commenced of more than each of:-

- 100 Residential Units;
- 150 Residential Units;

6.4 In the event that Commencement of Development takes place and the notice required by Clause 6.2 above has not been given by the Owner and the Developer then the failure to give the required notice shall not affect the liability of the Owner and the Developer to make the contributions referred to in this Deed herein or to comply with any other planning obligations in this Deed

6.5 To provide written or electronic notification to the County Council on the Quarter Days (until such date as all the Residential Units have been constructed to Practical Completion) in the form of summary statistics identifying the total number of Residential Units on the Land as at that particular Quarter Day

7. The County Council's Covenants with the Owner and the Developer

7.1 To comply with its obligations pursuant to the provisions of this Deed

7.2 To deposit all monies paid by the Owner and the Developer to the County Council pursuant to the provisions of any Schedule to this Deed into an Interest Bearing Account for the period during which all or any of those monies remains unexpended by the County Council

7.3 Subject to the provisions of clause 18 to this Deed to apply any payments received by it pursuant to the Schedules to this Deed (together with interest accruing thereon) only for the purposes referred to in the relevant Schedule for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 and as the Parties shall agree) and that if any amount so received remains unexpended or not Committed for Expenditure at the end of:-

7.3.1 ten years after the date of payment in the case of any payment made in relation to the Strategic Highways Contribution; or

7.3.2 seven years after the date of last payment in respect of any other financial contribution paid by the Owner and/or the Developer to the County Council pursuant to the terms of this Deed

it will repay any unexpended balance to the Owner and the Developer together with such interest as has accrued on the unspent element of the contribution set up by the County Council pursuant to Clause 7.2 of this Deed

7.4 From time to time if reasonably required by the Owner and the Developer (but not more than once in each period of six calendar months) to provide returns showing:-

7.4.1 the total amounts that it has received from the Owner and the Developer pursuant to the provisions of this Deed and the provision of this Deed pursuant to which it received them; and

7.4.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure

7.4.3 and the County Council shall provide such further information and explanations concerning such payments and expenditure as the Owner and the Developer may from time to time reasonably require

8. Consent and Good Faith in relation to this Deed

It is hereby agreed and declared that any approval expression of satisfaction agreement consent certificates of notification directions or authorities required under the terms of this Deed (and any responses to the same) shall be given in writing and shall not be unreasonably withheld nor unreasonably delayed

9. Verification and Enforcement

The Owner and the Developer shall permit the City Council and/or the County Council (as appropriate) and their authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligation pursuant to this Deed has been performed or observed SUBJECT TO compliance with the Owner and/or the Developer's site regulations and requirements and health and safety law and good practice

10. Interest on Late Payment

Without prejudice to any other right remedy or power herein contained or otherwise available to the City Council and/or the County Council (as appropriate) if any payment of any sum required to be paid pursuant to this Deed shall have become due but shall remain unpaid then the Owner and/or the Developer (as appropriate) shall pay the City Council and the County Council (as appropriate) Interest on that sum from the date when it became due to the dates on which it is paid to the City Council or the County Council

11. No Waiver

No waiver (whether express or implied) by the City Council or the County Council of any breach or default by the Owner and/or the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the City Council or the County Council from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner and/or the Developer

12. Severability

Each clause sub-clause schedule or paragraph shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or paragraph contained therein

13. Dispute Provisions

- 13.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under this Deed) then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an independent person ("the Expert") to be agreed upon between the Parties or at the request of any of them to be nominated by or on behalf of the President for the time being of the Law Society and such independent person shall act as an expert and not as an arbitrator
- 13.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of his appointment to act
- 13.3 The Expert shall be required to give notice to each of the Parties inviting each of them to submit to him within ten Working Days written submissions and supporting material and shall afford to each of the Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material and his decision shall be given in writing within 20 Working Days after his appointment with reasons and in the absence of manifest error shall be binding on the Parties
- 13.4 The Expert's costs shall be in his award
- 13.5 If the Expert shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

14. Lapse etc of the Planning Permission

- 14.1 Without prejudice to any of the obligations which come into force on the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that the Planning Permission:-
- (a) shall lapse without having been implemented; or
 - (b) shall be revoked; or
 - (c) if the Developer shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or
 - (d) is quashed on judicial review without being thereafter re- granted by the City Council or by the Secretary of State on appeal

- 14.2 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission

15. Notices

All notices by one Party to any other Party shall be given in writing and:-

- 15.1 may in addition to any other effective mode of service be sent by registered or recorded delivery post
- 15.2 shall in the case of a notice or other communication to the City Council be served on the Planning Obligations Officer (quoting reference CA15/00844/OUT) at the City Council at the address for the City Council given on page 4 of this Deed as the person upon whom notices to the City Council need to be served
- 15.3 Shall in the case of a notice or other communication to the County Council be served on the Head of Legal and Democratic Services (quoting reference LS/21/108001) at the address for the County Council given on page 4 of this Deed
- 15.4 shall in the case of a notice or other communication to the Developer be served at the address for the Developer given on page 4 of this Deed or at such other address as shall be notified to the City Council in writing and marked for the attention of the Company Secretary
- 15.5 shall in the case of a notice or other communication to the Owner be served at the address for the Owner given on page 4 of this Deed or at such other address as shall be notified to the City Council in writing

16. Release/acknowledgement of performance of obligations

- 16.1 In the event that the Owner and/or the Developer has performed any obligation on its part pursuant to this Deed the City Council and/or the County Council (as appropriate) shall (on being satisfied that the obligation has been performed and upon written request from the Developer) confirm in writing that there is no further liability on the part of the Developer in respect of that obligation
- 16.2 The Parties agree that following the performance and satisfaction of all the obligations contained in this Deed the City Council shall remove all entries relating to this Deed from the local land charges register

17. Statutory Tests for s106 Obligations

The Parties agree that the obligations set out in this Deed are:-

- 17.1 necessary to make the Development acceptable in planning terms;
- 17.2 directly related to the Development; and
- 17.3 fairly related in scale and kind to the Development

18. Variation of Obligations relative to the Strategic Highways Contribution

- 18.1 The total sum payable by the Owner and/or the Developer as financial contributions pursuant to the provisions of this Deed shall not exceed SIX MILLION EIGHT HUNDRED AND EIGHTY NINE THOUSAND POUNDS (£6,889,000.00) Index Linked
- 18.2 In the event that the total amount required to be paid in respect of the Strategic Highways Contribution is less than THREE MILLION THREE HUNDRED AND SIXTY ONE THOUSAND TWO HUNDRED POUNDS(£3,361,200.00) Index Linked but more than TWO MILLION TWO HUNDRED AND FORTY THOUSAND EIGHT HUNDRED POUNDS) £2,240,800.00 Index Linked then the County Council shall be entitled at its sole discretion to apply the amount which is equivalent to the difference between the two sums for the purpose underlying the payment of the Primary School Contribution and the Secondary School Contribution
- 18.3 The County Council shall be entitled to use any of the unspent contributions paid to it pursuant to Schedules F and H for the purpose underlying the payment of the Primary School Contribution and the Secondary School Contribution
- 18.4 FOR THE AVOIDANCE OF DOUBT nothing in clauses 18.2 or 18.3 of this Deed shall affect the obligations upon the Owner and the Developer pursuant to Schedules B, C, D and I to this Deed

19. No fetter to Council's Powers

Save as legally or equitably permitted nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the City Council and/or the County Council in the exercise of their statutory functions and the rights discretions powers duties obligations of the City Council and/or the County Council under private or public statutes byelaws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed

20. Third Party Rights

No term of this Deed shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 (and for this purpose "third party" has the same meaning as in that Act)

21. Change of Ownerships

The Owner and the Developer covenant with the City Council and the County Council (save in relation to any transfer by the Owner to the Developer) to give the City Council and the County Council written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner'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 plan or postal address BUT PROVIDED ALWAYS THAT the Owner and/or the Developer shall not be required to give any such notice to the City Council and the County Council where the new owner is an individual owner occupier or tenant or any of their mortgagees or chargees or any of their successors in title

22. Payment of the City Council's and the County Council's Legal fees

The Owner and/or the Developer shall upon the execution of this Deed pay:-

22.1 the City Council's reasonable and proper legal costs and disbursements incurred in preparing and completing this Deed; and

22.2 the County Council's:-

(a) reasonable and proper legal costs and disbursements; and

(b) its reasonable and proper surveyor's costs

incurred in preparing and completing this Deed

23. Local Land Charge

This Deed shall be treated as a local land charge and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975 by the City Council

24. Deed Governed by English Law

This Deed is subject to and will be construed in all respects in accordance with the laws of England

25. Counterparts

This Deed may be executed in any number of counterparts each of which shall constitute an original and all the counterparts shall together constitute one and the same agreement

IN WITNESS of which this Deed has been executed by the Parties as a deed and delivered on the day and year first above written

SCHEDULE A

Draft Planning Permission

Definitions:

- a) "Advance Infrastructure and enabling Works" means initial enabling and site set up works required for the development in accordance with details to be submitted to and approved in writing by the Local Planning Authority which may include:
- site establishment and temporary welfare facilities and temporary site accommodation;
 - installation of construction plant;
 - Utilities diversions and reinforcements insofar as necessary to enable the construction of the development to commence;
 - temporary drainage, power and water supply for construction;
 - construction access and egress and/or site roads;
 - demolition works
 - ecology works including enhancement measures;
 - archaeological investigations; and
 - Earthworks including land moulding and regrading.
- b) "Construction phase" means an individual phase of construction as identified by the Phasing and Implementation Plan required by Condition 4, which for the avoidance of doubt may include development within and outside of a Development Parcel.
- c) "Development" means the development hereby permitted
- d) "Development Parcel" means the development parcels identified on 'Dwg No. 21387B_20_Rev:B Proposed Illustrative Masterplan'.

CONDITIONS APPLICABLE TO THE OUTLINE PART OF THE PLANNING PERMISSION: OUTLINE CONDITIONS

1	<p>In respect of that part of the application where outline consent is granted, the approval of details of the access, appearance, landscaping, layout and scale (hereinafter called "the reserved matters") shall be submitted to the Local Planning Authority for approval in writing prior to the commencement of each construction phase (save for any Advance Infrastructure and Enabling works), and the development shall be carried out as approved.</p> <p>REASON: No such details have been submitted and these items have been reserved for future consideration.</p>
2	<p>a) Application for approval of reserved matters referred to in condition (1) for the first construction phase shall be made to the Local Planning Authority before the expiration of three years from the date of grant of outline planning permission and all applications for approval of the reserved matters for the remaining construction phases shall be made before the expiration of five years from the date of this grant of outline planning permission. The development shall thereafter not be carried out otherwise than in accordance with this permission and any such approvals given.</p> <p>b) The commencement of each construction phase pursuant to this outline consent shall be begun before the expiration of two years from the date of the last Reserved Matter in respect of that construction phase to be approved, and thereafter the development shall not be carried out otherwise than in accordance with this permission and any such approvals given.</p>

	<p>REASON: To prevent the accumulation of unimplemented planning permissions and in pursuance of Section 92(2) of the Town and Country Planning Act 1990.</p>
3	<p>DWG</p> <p>The development relating to the outline planning permission shall be limited to a maximum of 459 residential units and shall be carried out in accordance with the following approved plans:</p> <ul style="list-style-type: none"> • Site location Plan - Dwg No. 21387B/02 Rev G • Parameter Plan 1 - Dwg No. 21387B/30 Rev F • Parameters Plan 2 - Dwg No. 21387B/31 Rev G • Parameters Plan 3 - Dwg No. 21387B/32 Rev G • Indicative Site Cross Sections – Dwg No. K641/018 Rev B • Proposed Illustrative Masterplan Dwg No. 21387B_20_Rev:B <p>REASON: In pursuance of Section 92(2) of the Town and Country Planning Act 1990 as amended and to ensure that the development is carried out in accordance with the development as approved and the assumptions underpinning the Environmental Impact Assessment.</p>
4	<p>Phasing</p> <p>Before the submission of the first Reserved Matters Application, a Detailed Phasing and Implementation Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Highways Authority). The Detailed Phasing and Implementation Plan shall include justification for the proposed Construction Phases, the order and timing of the proposed Construction Phases, Development Parcels and details of all public realm, infrastructure works, highway works, pedestrian and cycle routes. The phasing of the Development shall not be carried out otherwise than in accordance with the approved plan.</p> <p>REASON: To allow for the progressive phasing of the development hereby permitted and in the interests of proper planning.</p>
5	<p>The Detailed Phasing Plan approved pursuant to condition 4 may be amended from time to time to reflect changes to the phasing of the development that were not foreseen at the time the Detailed Phasing and Implementation Plan was approved, subject to obtaining the prior written approval of the Local Planning Authority (in consultation with the Highways Authority) as long as such changes have been demonstrated to be unlikely to have significant adverse environmental effects compared to the assessments contained in the Environmental Statement and that they would not significantly undermine comprehensive delivery of the development. The development shall be completed in strict accordance with the approved details and thereafter maintained for the life of the development.</p> <p>REASON: To allow for revisions to the approved Detailed Phasing and Implementation Plan to enable development to be delivered in the interests of proper planning and to ensure that the development is carried out in accordance with the assumptions underpinning the Environmental Impact Assessment.</p>
6	<p>Design Code</p> <p>Prior to the submission of any application for Reserved Matters approval, a Detailed Design Code for the whole site, shall be submitted to and approved in writing by the Local Planning Authority. The Detailed Design Code shall be prepared in accordance with the principles contained within the drawings referred at condition 3 above including reference to the approved Design and Access</p>

	<p>Statement Document (Received 05/05/2015), and shall include but not be limited to:</p> <ul style="list-style-type: none"> a) The character, mix of uses and heights established through the approved parameter plans and include the block principles and the structure of public spaces, making reference to the phasing of Development Parcels; b) The street hierarchy, including the principles and extent of the proposed adoptable highway, along with traffic calming measures; c) Typical street cross-sections which will include details of tree planting, tree species, and on street parking; d) How the design of the streets and spaces takes into account mobility and accessibility of users; e) Block principles to establish density and building typologies. In addition, design principles including primary frontages, pedestrian access points, fronts and backs and threshold definition shall be provided; f) Building typologies should include information about height, scale, form, level of enclosure, building materials and design features; g) Design principles with regards to the approach to vehicular parking across the entire site including the location and layout of parking for people with disabilities and for each building type; h) Design principles for dealing with cycle parking for all uses and for each building type and any other secure or non-secure structures associated with the storage of cycles; i) Design principles with regards to the approach to the character and treatment of planting to the development areas and within the publically accessible open space and ecological corridors (including the approach to SuDS design integration into these spaces); j) The approach to the treatment of any hedge or footpath corridors and retained trees and woodlands; k) The conceptual design and approach to the public realm; l) The conceptual design and approach to the lighting strategy and how this will be applied to different areas of the development with different lighting needs, so as to maximise energy efficiency, minimise light pollution and avoid street clutter; m) Design principles for dealing with matters of waste and recycling provision for all building types; n) Measures to demonstrate how the design can maximise resource efficiency and climate change adaptation through external, passive means, such as landscaping, orientation, massing, and external building features; o) Details of measures to minimise opportunities for crime; p) Measures to show how design and orientation will address/minimise the impact of traffic noise etc on future residents; <p>The Design Code shall explain its purpose, structure and status and set out the mandatory and discretionary elements where the Design Code will apply, who should use the Design Code, and how to use the Design Code. The work shall thereafter be carried out in accordance with the approved details.</p> <p>REASON: To ensure high quality design and coordinated development against which to assess reserved matters applications and to ensure a satisfactory appearance to the development.</p>
7	<p>Reserved matters</p> <p>Each Reserved Matters Application shall be accompanied, as appropriate, by the following documents and/or information:</p>

	<p>(i) A Design Statement that demonstrates how the proposals accord with the approved parameter plans and Design Code and in the case of any variation explain the nature of that change and such variation shall be first agreed in writing by the Local Planning Authority.</p> <p>(ii) and in relation to the matter of access a Reserved Matters application shall include:</p> <ul style="list-style-type: none"> • details (including specifications) of the access to the Development Parcel and within the Development Parcel or Construction Phase for vehicles, cycles and pedestrians (including Access for All standards). <p>(iii) and in relation to the matter of layout a Reserved Matters application shall include:</p> <ul style="list-style-type: none"> • details of the siting and orientation of the proposed buildings and any relevant above-ground roads, as well as the location of any landscaped or open space areas; • details of any necessary temporary layout associated with boundary treatment and condition between the Development Parcels • details of parking areas, servicing areas, and plant areas • details of cycle parking • details of the public rights of way crossing the site • details and specification (including cross sections if necessary) of proposed earth modelling, mounding, re-grading or changes of level to be carried out including spot levels • details of storing domestic refuse, including recyclable material and point of collection • details of storing commercial refuse, including recyclable material and point of collection. <p>(vi) and in relation to scale and design a Reserved Matters application shall include:</p> <ul style="list-style-type: none"> • details of building heights and massing • details of housing mix including the mix and location of affordable housing • details of the internal layout of buildings • details of the external treatment and design of the buildings • details of finished floor levels <p>(iv) and in relation to the matter of landscaping a Reserved Matters application shall include:</p> <ul style="list-style-type: none"> • plans, drawings, sections, and specifications to explain full details of the hard and soft landscaping treatment and works including; materials (size, type and colour), proposed drainage arrangements, children's play equipment, street furniture, lighting columns/brackets, private and communal areas, opens spaces, edges, boundary treatments , public rights of way, and roads • tree planting details and specification of all planting in hard and soft landscaped areas • details of the programme for implementing and completing the planting.
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	<p>REASON: In order that the Reserved Matters Applications can be properly considered and assessed against the approved Parameter Plans, Masterplan and Design Code and in the interests of proper planning.</p>
<p>Site Wide Conditions</p>	
8	<p>Advanced infrastructure and Enabling</p> <p>No Advance Infrastructure and Enabling Works shall take place until details of the proposed Advance Infrastructure and Enabling Works have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall include plans (at an appropriate scale) which show the proposed works in context, both existing and proposed, and shall, where relevant, be in accordance with the approved Parameter Plans and shall not prejudice or undermine the subsequent approval of Reserved Matters and/or other matters to be subsequently approved in accordance with these Conditions for the purposes of carrying out the Development or any of its Phases. The Advance Infrastructure and Enabling Works may (subject as aforementioned to their not prejudicing or undermining subsequent approvals) be carried out prior to the submission and/or approval of the Reserved Matters Applications and the works shall not be carried out otherwise than in accordance with the approved details.</p> <p>REASON: In order to ensure that all the necessary infrastructure and enabling works are carried out to the satisfaction of the Local Planning Authority and to allow the early undertaking of these works to facilitate the construction of the Development.</p>
9	<p>Construction Environmental Management Plan</p> <p>No development within a construction phase shall commence until a Demolition and Construction Environment Management Plan (CEMP) has been submitted to, and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the Local Planning Authority. The CEMP shall include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> i. details of the routing and parking of construction vehicles to the site for site personnel and visitors, loading/unloading and turning facilities for construction vehicles, hours of access, access and egress arrangements within the site and security procedures; ii. details of provisions for the storage and recycling of materials; iii. details showing how all vehicles associated with the construction works are properly washed and cleaned to prevent the passage to mud and dirt onto the adjoining highway; iv. detailed specification of measures to mitigate or eliminate specific environmental impacts from lighting, noise, vibration, dust, pollution (air & water) and waste arising from construction works; v. details of arrangements for publicity and promotion of the scheme during construction; vi. arrangements for maintaining the safe and efficient use of perimeter roads, footpaths and services for general public; vii. a suitable and efficient means of suppressing dust, including the adequate containment of stored or accumulated material so as to prevent it becoming airborne at any time and giving rise to nuisance; viii. noise mitigation measures for all plant and processors; ix. details of contractors compound and car parking arrangements;

	<p>x. details of interim car parking management arrangements;</p> <p>xi. details of temporary site screening;</p> <p>xii. details of a community liaison contact for the duration of all works associated with the development.</p> <p>xiii. Risk assessment of potentially damaging construction activities and method statements/ measures to avoid or reduce ecological impacts during construction</p> <p>xiv. Identification of 'biodiversity protection zones', including the use of protective fences, exclusion barriers and warning signs</p> <p>xv. The times during construction when specialist ecologist needs to be present on site to oversee works.</p> <p>xvi. The role and responsibilities on site (ECoW) or similarly competent person</p> <p>xvii. The specification shall include details of the method of piling</p> <p>xviii. Engineering measures, acoustic screening and the provision of sound insulation required mitigating or eliminating specific environmental impacts</p> <p>xix. A commitment to adopt and implement Considerate Contractor Scheme</p> <p>xx. The proposed hours of demolition and construction</p> <p>xxi. Details of contractor parking and parking vehicles associated with the works during construction</p> <p>xxii. Construction Traffic Management Plan</p> <p>xxiii. Construction Workers Travel Plan</p> <p>xxiv. Protection of ecological receptors</p> <p>xxv. Working hours of Monday-Friday 07:30-18:00 and Saturday 08:00-13:00</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the environmental impacts arising from demolition and construction for the development to allow an assessment of the implication for surrounding development were not yet available but this information is necessary to ensure the development complies with policies BE1, C1, C39 and C40 Local Plan 2006, DBE13, T1 QL11 & QL12 of the CDLP 2014 and the provisions of the NPPF to ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties and in the interests of highway and pedestrian safety</p>
10	<p>Construction Waste Management Plan</p> <p>No works within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until a Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority for that Construction Phase. The Waste Management Plan shall include details of how the waste will be recycled and/or disposed of and managed during construction. The development shall be carried out in accordance with the approved Construction Waste Management Plan.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the</p>

	<p>environmental impacts arising from demolition and waste management for the development to allow an assessment of the implication for surrounding development were not yet available but this information is necessary to ensure the development complies with policies BE1, C1, C39 and C40 Local Plan 2006, DBE13, T1 QL11, QL12 and QL13 of the CDLP 2014 and the provisions of the NPPF to ensure that the proposed development promotes waste reduction and protects the amenity of the site and surrounds.</p>
11	<p>Flood Risk</p> <p>For each Construction Phase of development approved by this planning permission no development shall take place (save for any Advance Infrastructure and Enabling Works) until such time as a flood risk scheme has been submitted to, and approved in writing by, the local planning authority. The flood risk scheme shall demonstrate the following:</p> <ol style="list-style-type: none"> 1. Residential development (including the residential care home) should be located outside the reservoir inundation zone as detailed in Figure 5.1 ('outlet failure') within the 'Plenty Brook, Herne Bay: Dam Breach and Flood Modelling Report' (dated August 2015) prepared by HR Wallingford. Detailed cross-sections showing the residential development in relation to this reservoir inundation zone, with finished floor levels and ground levels (to metres above Ordnance Datum) should be provided at each reserved matters stage. 2. Residential development (including the residential care home) should be located outside the 100 year plus climate change floodplain ('defended scenario') as determined using outputs from the Environment Agency's fluvial model of the Plenty Brook (2013). 3. Non-residential buildings should be located outside the reservoir inundation zone as detailed in Figure 5.1 ('outlet failure') within the 'Plenty Brook, Herne Bay: Dam Breach and Flood Modelling Report' (dated August 2015) prepared by HR Wallingford. In addition these buildings should be located outside the 100 year plus climate change floodplain ('defended scenario') as depicted by the Environment Agency's fluvial model of the Plenty Brook (2013) and as outlined in the Flood Risk Assessment (Section 5.3) dated March 2014, prepared by Cannon Consulting Engineers. 4. Flood storage compensation should be undertaken where any land raising occurs in the defended 100 year plus climate change floodplain (using outputs from the Environment Agency's Plenty Brook flood model 2013). This should be carried out on a level by level and volume by volume basis and should be shown on appropriately detailed drawings and calculations provided. Impedance to flood flows should be avoided. 5. New access structures across Plenty Brook and Herne Drain watercourse should be designed to accommodate the 100 year plus climate change flow. Details of the structures shall be provided. <p>The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.</p> <p>Reason: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning</p>

	<p>authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the flood risk from demolition and construction for the development to allow an assessment of the implication for surrounding development were not yet available but this information is necessary to ensure the development complies with the NPPF and policies of the development plan.</p>
12	<p>During the construction phase, there should be no stock piling of materials and plant within the floodplain (as outlined in the Hydrology and Water Resources document, paragraph 11.54).</p> <p>REASON: To prevent the loss of flood storage and impedance to flood flows which may otherwise increase the flood risk to the surrounding land.</p>
13	<p>Drainage and surface water</p> <p>No development within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until a surface water drainage scheme based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water runoff generated up to and including the 100 year plus climate change (e.g. 30% increase in intensity) critical storm will not exceed the runoff from the site prior to the Development following the corresponding rainfall event and should prevent surface water from the site discharging onto the highway. Also the strategy shall include details of the design, location and capacity of all such SUDS features and shall include ownership, long-term management/maintenance and monitoring arrangements/responsibilities.</p> <p>The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the surface water drainage scheme for the development to allow an assessment of the implication for surrounding development were not yet available but this information is necessary to ensure the development complies with Canterbury District Local Plan 2006 Policy C31 and Draft Canterbury District Local Plan 2014 Policy CC11. To prevent flooding to both the development site and adjacent land by ensuring the satisfactory disposal of surface water from the site.</p>
14	<p>Foul Sewerage</p> <p>No development within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until details of the proposed means of foul sewerage disposal have been submitted to and approved by the Local Planning Authority, in consultation with Southern Water. The development shall not be carried out other than in accordance with the details as approved.</p>

	<p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the foul sewerage disposal for the development to allow an assessment of the implication for surrounding development were not yet available but this information is necessary to ensure the development complies with Canterbury District Local Plan 2006 Policy C31 and Draft Canterbury District Local Plan 2014 Policy CC11. To prevent flooding to both the development site and adjacent land by ensuring the satisfactory disposal of foul sewerage from the site.</p>
15	<p>No development within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until details of any proposed sewer diversion or protection measures shall be submitted to and approved by the local planning authority. The works shall be carried out in accordance with this agreement, unless subsequently approved in writing by the local planning authority.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the necessary sewer diversions were not yet available but this information is necessary to ensure the development complies with Canterbury District Local Plan 2006 Policy C31 and Draft Canterbury District Local Plan 2014 Policy CC11. To prevent flooding to both the development site and adjacent land by ensuring the satisfactory drainage of the site and its surroundings.</p>
16	<p>Contamination</p> <p>No works within a Construction Phase shall commence until the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:</p> <p>a. A preliminary risk assessment which has identified:</p> <ul style="list-style-type: none"> • 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. <p>b. A site investigation scheme, based on (1 above) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.</p> <p>c. The results of the site investigation and the detailed risk assessment referred to in (2 above) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.</p>

	<p>d. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3 above) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.</p> <p>Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the site contamination and disposal for the development were not yet available but this information is necessary to ensure the development protects vulnerable groundwater resources to comply with complies with policy C40 of the Canterbury District Local Plan 2006, Policy QL12 of the CDLP 2014 and provisions of the NPPF to protect vulnerable groundwater resources and minimise risk to human health</p>
17	<p>Verification report</p> <p>Prior to occupation of development in any construction phase, a verification report demonstrating completion of the works set out in the approved Remediation Strategy shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Environment Agency).The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the site contamination and disposal for the development were not yet available but this information is necessary to ensure the development protects vulnerable groundwater resources to comply with complies with policy C40 of the Canterbury District Local Plan 2006, Policy QL12 of the CDLP 2014 and provisions of the NPPF to protect vulnerable groundwater resources and minimise risk to human health.</p>
18	<p>Contamination - remediation</p> <p>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 with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.</p>

	<p>REASON: To ensure any contamination discovered during development is addressed appropriately in line with the requirements of the NPPF to protect groundwater.</p>
19	<p>Surface water drainage / infiltration</p> <p>No further infiltration of surface water drainage into the ground is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.</p> <p>REASON: To protect vulnerable groundwater resources and ensure compliance with the National Planning Policy Framework.</p>
20	<p>Archaeological evaluation and mitigation</p> <p>Prior to works commencing in any Construction Phase, the following components of a scheme for the archaeological evaluation of the site, to be undertaken for the purpose of determining the presence or absence of any buried archaeological features and deposits and to assess the importance of the same, shall each be submitted to and approved in writing by the local planning authority:</p> <ul style="list-style-type: none"> a) A written scheme of investigation, to be submitted a minimum of fourteen days in advance of the commencement of fieldwork. b) A report summarising the results of the investigations, to be produced on the completion of fieldwork, in accordance with the requirements set out in the written scheme of investigation. c) Any further mitigation measures considered necessary as a result of the archaeological investigations, to ensure preservation in situ of important archaeological remains and/or further archaeological investigation and recording in accordance with a specification and timetable which has been submitted to and approved by the Local Planning Authority. d) If necessary, a programme of post-excavation assessment, analysis, publication and conservation. <p>Fieldwork, including further mitigation works and post-excavation work shall be completed in accordance with the approved details and programme timings unless otherwise agreed in writing with the local authority, and the local authority shall be notified in writing a minimum of fourteen days in advance of the commencement of any fieldwork.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full archaeological details were not yet available but this information is necessary to ensure the development complies with Canterbury District Local Plan 2006 Policy BE15 and Draft Canterbury District Local Plan 2014 Policy HE11 and otherwise to protect the environment of the site and its locality.</p>
21	<p>Prior to the commencement of development within each Construction Phase, details shall be submitted to and approved in writing by the Local Planning</p>

	<p>Authority, setting out how the trees within that Construction Phase shall be protected and managed in accordance with British Standards. The protective measures shall include details of the means by which retained site trees or those adjoining the site are to be protected from damage by construction works, vehicles, stored or stacked building supplies and building plant or other equipment. The agreed scheme shall be implemented before any of the substantive development is commenced and shall be retained throughout the development period until such time as all equipment, machinery and surplus materials have been removed from the Construction Phase.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted. This is because, at the time of granting permission, full details of tree protection measures were not yet available but this information is necessary to ensure the development will preserve and enhance the visual amenities of the locality and will be designed for maximum benefit of screening, local biodiversity and landscape retention in accordance with policies BE1, NE1, NE5 of the Canterbury District Local Plan 2006, policies LB4, LB8, LB9, LB10 of the CDLP 2014 and provisions of the NPPF.</p>
22	<p>Prior to the commencement of development within each Construction Phase, an arboricultural assessment in accordance with the relevant British Standard(s), shall be submitted to and approved in writing by the local planning authority: The surveys shall include:</p> <ul style="list-style-type: none"> a) Plans showing the location of all trees, shrub masses and hedges, categorizing the trees or groups of trees for their quality and value in accordance with the British Standard(s). b) Plans showing trees to be removed c) Plans showing trees to be retained with canopies accurately plotted d) A tree constraints plan that identifies root protection areas of retained trees within, adjacent to, or which overhang the development site. e) The location of buildings and other structures, boundary features and services. g) Spot heights of ground level throughout the site. <p>The works shall thereafter be carried out in accordance with any such approval given.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted. This is because, at the time of granting permission an arboricultural assessment relevant to each construction phase was not yet available but this information is necessary to ensure the development accurately establishes the quality and value of trees and hedges on or adjacent to the site and the implications for development in order to preserve and enhance the visual landscape an biodiversity amenities of the locality in accordance with policies BE1, NE1, NE5 of the Canterbury District Local Plan 2006, policies LB4, LB8, LB9, LB10 of the CDLP 2014 and provisions of the NPPF.</p>
23	Any trees or plants either retained or provided as any part of any landscaping

	<p>scheme approved, either as part of this decision or arising from a condition imposed as part of this decision, within a period of 10 years from the planting date, 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 as those originally planted.</p> <p>REASON: To ensure the approved landscaping scheme is maintained for an adequate period of time following construction and in the interests of visual amenity and safeguarding trees that are worthy of retention.</p>
24	<p>Amenity</p> <p>No development within a development phase shall commence (save for any Advance Infrastructure and Enabling Works) until an air quality management plan has been submitted to and approved in writing by the local planning authority. The plan must include those measures contained within the Environmental Statement and a damage costs assessment including an Air Quality Mitigation and Impact Statement detailing the identified mitigation/compensation measures proposed. The approved measures shall be fully implemented before the residential use hereby permitted is occupied and shall be retained thereafter unless otherwise agreed in writing by the LPA.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to ensure the development minimises its impact on air quality and provides that future occupiers and the wider environment do not suffer a loss of amenity by reason of nuisance in accordance with policies BE1, C39 & C40 of the Canterbury District Local Plan 2006, Policy QL11 & QL12 of the CDLP 2014 and provisions of the NPPF.</p>
25	<p>No development within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until a noise attenuation scheme has been submitted to and approved in writing by the local planning authority. The statement must include those identified mitigation/compensation measures contained within the Environmental Statement and demonstrate that target values will be met for bedrooms and living rooms in accordance with BS8233:2014. The scheme as approved shall be fully implemented before the residential use hereby permitted is commenced and shall be retained thereafter unless otherwise agreed in writing by the LPA.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to ensure sufficient noise attenuation is provided to all residential properties and safeguard the amenity and health of future residents in accordance with policies BE1 & C40 of the Canterbury District Local Plan 2006, Policy DBE2 & QL12 of the CDLP 2014 and provisions of the NPPF.</p>
26	<p>Ecology</p> <p>No development within a construction phase shall take place (including any demolition, ground works, site clearance) until an ecological mitigation strategy to avoid, reduce or compensate for all identified ecological impacts has been submitted to and approved in writing by the local planning authority. The content of the strategy shall be in accordance with the mitigation principles within the</p>

	<p>planning submission and shall include the:</p> <ul style="list-style-type: none"> a) Purpose and objectives for the proposed mitigation works; b) Practical measures (both physical measures and sensitive working practices), informed by ecological survey work, to achieve stated objectives (may be provided as a set of method statements); c) Extent and location of proposed mitigation works (including "biodiversity protection zones") shown on appropriate scale maps and plans; d) Timetable for implementation, demonstrating that works are aligned with the proposed phasing of construction; e) Persons responsible for implementing the works, including provision for specialist ecologists to be present on site to oversee works. <p>The ecological mitigation strategy shall be implemented in accordance with the approved details, unless varied by a European protected species mitigation licence subsequently issued by Natural England. In the interests of securing the maximum benefit for biodiversity, any variation of the agreed mitigation required by Natural England must not result in the reduction in the quality or quantity of mitigation/compensation provided.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to the development as at the time of granting permission a site wide Ecological Mitigation and Management Plan was not available, but this information is necessary to ensure the development conserves and enhances biodiversity in accordance with policies BE1, NE1, NE2 & NE5 of the adopted Local Plan 2006 policy LB5 & LB9 of the CDLP 2014 and provisions of the NPPF.</p>
27	<p>No development within a construction phase shall take place until a Landscape and Ecological Management Plan (LEMP), in accordance with the principles contained in the submitted Landscape and Biodiversity Management Strategy (Appendix 6.8 of the ES, dated March 2015) (as clarified in additional information from Aspect Ecology dated July 2015 and August 2015) and as illustrated in drawing nos. PLAN 3129/ADD2 and PLAN 3129/ADD3, has been submitted to and approved in writing by the local planning authority. The LEMP shall provide the overarching approach to landscape and ecological management and shall include the following:</p> <ul style="list-style-type: none"> a) Description and evaluation of features to be managed; b) Aims and measurable objectives of management; c) Appropriate management prescriptions for achieving aims and objectives; d) Preparation of a work schedule (including an annual work plan capable of being rolled forward over the duration of the Plan); e) Ongoing habitat and species monitoring provision against measurable objectives; f) Procedure for the identification, agreement and implementation of contingencies and/or remedial actions where the monitoring results show that the objectives are not being met; g) Details of the body/ies or organisation/s responsible for implementation of the plan. <p>The LEMP shall also include details of the legal and funding mechanism(s) by</p>

	<p>which the long term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning ecological objectives of the originally approved scheme. The approved plan shall be implemented in accordance with the approved details.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to ensure the development of the site conserves and enhances biodiversity in accordance with policies BE1, NE1, NE2 & NE5 of the adopted Local Plan 2006 policy LB5 & LB9 of the CDLP 2014 and provisions of the NPPF.</p>
28	<p>No development within a construction phase shall commence until a detailed Landscape and Ecological Management Plan for that phase has been submitted to, and been approved in writing by, the local planning authority. Each detailed Landscape and Ecological Management Plan shall be in accordance with the approved overarching Landscape and Ecological Management Plan. Where different from and/or additional to the overarching Landscape and Ecological Management Plan, the detailed Landscape and Ecological Management Plans shall include the following:</p> <ul style="list-style-type: none"> a) Description and evaluation of features to be managed; b) Aims and measurable objectives of management; c) Appropriate management prescriptions for achieving aims and objectives; d) Preparation of a work schedule (including an annual work plan capable of being rolled forward over the duration of the Plan); e) Ongoing habitat and species monitoring provision against measurable objectives; f) Procedure for the identification, agreement and implementation of contingencies and/or remedial actions where the monitoring results show that the objectives are not being met; g) Details of the body/ies or organisation/s responsible for implementation of the plan. <p>The approved Plan shall be implemented in accordance with the approved details.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to the development as at the time of granting permission a site wide Ecological Mitigation and Management Plan was not available, but this information is necessary to ensure the development conserves and enhances biodiversity in accordance with policies BE1, NE1, NE2 & NE5 of the adopted Local Plan 2006 policy LB5 & LB9 of the CDLP 2014 and provisions of the NPPF.</p>
29	<p>No phase of development shall commence (save for any Advance Infrastructure and Enabling Works) until a "lighting design strategy for biodiversity" has been submitted to and approved in writing by the local planning authority. The strategy shall be in accordance with the approved ecological mitigation strategy and shall:</p>

	<p>a) Identify those areas/features on site that are particularly sensitive for bats, including those created as mitigation / enhancement measures; and</p> <p>b) Show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory or having access to their breeding sites and resting places.</p> <p>All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to the development as at the time of granting permission a site wide Ecological Mitigation and Management Plan was not available, but this information is necessary to ensure the development conserves and enhances biodiversity in accordance with policies BE1, NE1, NE2 & NE5 of the adopted Local Plan 2006 policy LB5 & LB9 of the CDLP 2014 and provisions of the NPPF.</p>
30	<p>No dwellings shall be occupied until a scheme for the mitigation of impacts on European Sites, being the Thanet Coast and Sandwich Bay Special Protection Area, in accordance with the Habitat Directive and Habitat Regulations 2010 has been implemented.</p> <p>REASON: To ensure appropriate mitigation is in place to prevent adverse impacts on European Protected Sites in accordance with the Habitat Directive and Habitat Regulations 2010.</p>
31	<p>The gradient of vehicular accesses shall be no steeper than 1 in 10 for the first 1.5 metres from the highway boundary and no steeper than 1 in 8 thereafter.</p> <p>REASON: To ensure that appropriate vehicular access can be achieved in the interests of highway safety and amenity.</p>
32	<p>Prior to the occupation of each dwelling in a Construction Phase, the parking facilities approved shall be constructed in accordance with adopted residential parking standards contained with Interim Guidance Note 3 – Residential Parking of the Kent Design Guide for the sole use of occupiers of the relevant building and thereafter permanently retained and used for no other purpose without the written approval of the Local Planning Authority.</p> <p>REASON: Development without provision of adequate accommodation for the parking of vehicles is likely to lead to parking inconvenient to other road users and be detrimental to highway safety and amenity.</p>
33	<p>The parking facilities approved shall use a bound surface for the first 5 metres of the access from the edge of the highway</p> <p>Reason - In the interests of highway safety and convenience</p>
34	<p>Prior to occupation of each building in a Construction Phase, the following works</p>

	<p>between a dwelling and the adopted highway prior shall be completed:-</p> <ul style="list-style-type: none"> • Footways and/or footpaths, with the exception of the wearing course; • Carriageways, with the exception of the wearing course but including a turning facility, highway drainage, visibility splays, street lighting, street nameplates and highway structures (if any). <p>REASON: In the interests of amenity and highway safety.</p>
35	<p>Green Space Management</p> <p>Prior to the occupation of any construction phase of the development, a scheme for the maintenance and management of open spaces, the green network, public rights of way and the sustainable urban drainage system for that phase will be submitted to and agreed in writing with the Local Planning Authority. Thereafter the scheme will be implemented in accordance with the agreement unless otherwise agreed in writing with the Local Planning Authority.</p> <p>Reason: To ensure proper management of the green spaces.</p>
36	<p>Operational Noise & Odour Impact Assessment Non Residential</p> <p>A scheme for the mitigation of odour and noise impact during the operation of the Class A1, A4, A5, C2, D1 and B1/A2 uses including details of mitigation measures/ sound insulation, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of each of the commercial uses and shall include details of:</p> <ul style="list-style-type: none"> ▪ Daytime trading hours for retail and commercial uses; ▪ Daytime delivery hours for retail and commercial uses; ▪ Music noise break-out from Class A5 use by the building structure; ▪ Compliance with Local Planning Authority's plant noise emissions.; and ▪ Details of all mechanical ventilation, kitchen extract equipment, plant etc as well as measures to minimise noise break out. <p>Development shall be carried out in accordance with the approved details which shall remain in force thereafter.</p> <p>Reason: To protect the amenities of future and neighbouring occupiers.</p>
37	<p>Detailed section drawings (scale 1:20 / 1:10) through all typical building types to be used in the carrying out of each Development Parcel shall be submitted to and approved by the Local Planning Authority before any above grade works (save for any Advanced Infrastructure and Enabling works) are carried out for that parcel. Details should include; the facades, parapets, roof ridges, verges, and window and door opening; heads, cills, lintols, reveals and jambs, canopies and balconies;</p> <p>The development shall not be carried out otherwise than in accordance with any such approval given.</p> <p>REASON: In order that the Local Planning Authority may be satisfied as to the design and details of the buildings proposed.</p>
38	<p>Design</p> <p>All materials including proposed colours for use in the construction of the proposed development, including hard landscaping areas, shall be first submitted</p>

	<p>to and approved by the local planning authority before being used in the development being carried out. The works shall be carried out in accordance with that approval unless subsequently otherwise approved in writing by the local planning authority.</p> <p>REASON: In order that the Local Planning Authority may be satisfied as to the design and details of the scheme and to ensure the character of the locality is preserved.</p>
39	<p>No dwelling which is positioned over the alignment of any existing public right of way that crosses the Site shall be occupied until a certificate of an approved diversion of the affected public right of way has been issued by the County Council.</p> <p>REASON: The protection of the public rights of way.</p>
40	<p>Prior to the commencement of development (save for any Advance Infrastructure and Enabling Works) details shall be submitted for the installation of fixed telecommunication infrastructure and High Speed Fibre Optic (minimal internal speed of 100mb) connections to multi point destinations and all buildings including residential, commercial and community. This shall provide sufficient capacity, including duct sizing to cater for all future phases of the development with sufficient flexibility to meet the needs of existing and future residents. The infrastructure shall be laid out in accordance with the approved details and at the same time as other services during the construction process.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the fixed telecommunication infrastructure and High Speed Fibre Optic connections for the development were not yet available but this information is necessary to ensure the development is in compliance with policy C42 of the Canterbury District Local Plan 2006, Policies DBE1 and EMP6 of the CDLP 2014 and provisions of the NPPF to ensure the development is satisfactorily served in terms of digital working.</p>
	CONDITIONS FOR FULL CONSENT
41	<p>Development granted full permission must be begun not later than the expiration of three years beginning with the date on which this permission is granted.</p> <p>REASON: In pursuance of Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.</p>
42	<p>Unless otherwise agreed in writing by the local planning authority the full planning permission shall only be carried out in accordance with drawings 21387B/02 Rev G; 21387B/40 Rev C; 21387B/41 Rev A; 21387B/42 Rev A; 22310A/050 Rev A; 22310A/052 Rev A; 22310A/053 Rev A; 22310A/057 Rev A; 22310A/060 Rev A; 22310A/064 Rev A; 22310A/065 Rev A; 22310A/066 Rev A; 22310A/067; 22310A/068; 22310A/069; 22310A/070; 22310A_090; 22310A_091; 22310A_092; 21387B/100 Rev A; 21387B/101 Rev A; 21387B/102 Rev A; 21387B/103 Rev A;</p>

	<p>4668/1001 Rev A; 4668/1002 Rev A; 4668/1003 Rev A; 4668/1005 Rev A; 4668/1006; 4668/1007; 4668/1008; K641 Figure 5; K641/017 Rev B; L301 Rev A; L302 Rev A and L303 Rev A received on 5th May 2015 and drawings 22310A_004 Rev I (col) (which details the revised site layout); 22310A/010 Rev C; 22310A/011 Rev C; 22310A/012 Rev C; 22310A/013 Rev C; 22310A/051 Rev B; 22310A/054 Rev B; 22310A/055 Rev B; 22310A/056 Rev B; 22310A/061 Rev B; 22310A/062 Rev B; 22310A/063 Rev B; 22310A/071 Rev A; 22310A_80 Rev B; 22310A_81 Rev B and 22310A_82 Rev B received on 7th August 2015.</p> <p>REASON: To ensure the development is in accordance with the permission given.</p>
43	<p>Design</p> <p>All materials including proposed colours for use in a construction phase, including hard landscaping areas, shall be first submitted to and approved by the local planning authority before being used in the development being carried out. The works shall be carried out in accordance with that approval unless subsequently otherwise approved in writing by the local planning authority.</p> <p>REASON: In order that the Local Planning Authority may be satisfied as to the design and details of the scheme and to ensure the character of the locality is preserved.</p>
44	<p>Detailed section drawings (scale 1:20 / 1:10) through all typical building types to be used in the carrying out of each Development Parcel shall be submitted to and approved by the Local Planning Authority before any above grade works (save for any Advanced Infrastructure and Enabling Works) are carried out for that parcel. Details should include:</p> <p>the facades; parapets; roof edges; and heads, cills and jambs of all openings and balconies;</p> <p>The development shall not be carried out otherwise than in accordance with any such approval given.</p> <p>REASON: In order that the Local Planning Authority may be satisfied as to the design and details of the buildings proposed.</p>
45	<p>Highways</p> <p>Prior to the commencement of development (save for any Advance Infrastructure and Enabling Works), details of the final route, specification and geometry of the link road through the site shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Highways Authority). The works shall not be carried out other than in accordance with the details as approved unless otherwise approved in writing by the local planning authority.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to ensure the site is well linked to the wider highway network and that the development does not have a significant impact on the strategic road network to the detriment of the free flow of traffic and highway safety. Also, to secure the proper development of the site and of any adjoining</p>

	land in accordance with policies C1 and C4 of the adopted Local Plan 2006, policies SP3 & T1 of the CDLP 2014 and provisions of the NPPF.
46	<p>The dwellings in the Development Parcel shall not be occupied before details of the arrangements for the storing of domestic refuse, including recyclable material and a satisfactory point of collection, have been submitted to and approved by the Local Planning Authority for that Development Parcel and the facilities approved have been provided and made available for use by occupiers of the dwellings. The facilities shall thereafter be retained for refuse storage and the space used for no other purpose without the prior written consent of the Local Planning Authority</p> <p>REASON: In order that the Council may be satisfied that suitable facilities for the storage of refuse will be provided and retained in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.</p>
47	<p>No development shall commence (save for any Advance Infrastructure and Enabling Works) until details of any external lighting, including floodlighting to the sports pitches, has been submitted to and approved by the Local Planning Authority. This shall include but not be limited to details of height, design/specification and position of luminaries and hours of operation. This must include light contour maps showing light levels away from the sports pitches. The development shall not be carried out otherwise in accordance with any such approval given.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are fundamental to ensure that the details of the development are satisfactory in the interest of the visual amenity of the area and the amenity of residential occupiers in accordance with policies BE1 & C40 of the Canterbury District Local Plan 2006, Policy DBE2 & QL12 of the CDLP 2014 and provisions of the NPPF.</p>
48	<p>The sports hub facilities hereby permitted shall not be carried out other than between the hours of 08:00 and 21:00 Monday-Sunday including Bank Holidays.</p> <p>REASON: To safeguard the amenities of local residents.</p>
49	<p>Sports Pitches</p> <p>Development of the sports pitches shall not commence (save for any Advanced Infrastructure and Enabling Works) until the following documents have been submitted to and approved in writing by the Local Planning Authority:</p> <p>(i) A detailed assessment of ground conditions (including drainage and topography) of the land proposed for the playing fields which identifies constraints which could affect playing field quality; and</p> <p>(ii) Based on the results of this assessment to be carried out pursuant to (i) above, a detailed scheme which ensures that the playing fields will be provided to an acceptable quality. The scheme shall include a written specification of soils structure, proposed drainage, cultivation and other operations associated with grass and sports turf establishment and a programme of implementation.</p>

	<p>The approved scheme shall be carried out in full and in accordance with a timeframe agreed with the Local Planning Authority and shall thereafter be maintained in accordance with the scheme and made available for playing field use in accordance with the scheme.</p> <p>Reason: To ensure that the playing field is prepared to an adequate standard and is fit for purpose.</p>
50	<p>No dwelling shall be occupied until the garage and parking space to serve it have been provided in accordance with the submitted plans. Thereafter that garage and parking space shall be used or kept available for the parking of cars.</p> <p>REASON: The development without the provision of adequate parking space would be likely to lead to inconvenience and danger to road users by virtue of vehicles parked on the public highway.</p>
51	<p>No dwelling shall be occupied until the vehicular access to serve it, including the vision splay, has been provided in accordance with the approved plans. Thereafter no obstruction to vision exceeding 0.9 metre in height shall be placed within the vision splay areas.</p> <p>REASON: To ensure adequate access to each dwelling in the interests of road safety.</p>
52	<p>The sports hub facilities hereby permitted shall not be operational until the means of access with the A2990 has been provided to conform to the layout shown on the approved plans.</p> <p>REASON: In the interests of road safety and the free flow of traffic.</p>
53	<p>Details of the proposed boundary treatments including any native planting to supplement the existing hedgerows where necessary and means of separating the new dwellings for each development parcel hereby approved shall be submitted to and approved in writing by the local planning authority before such features are installed for that development parcel and be implemented prior to occupation of any of the dwellings. Development shall be carried out in accordance with the approved plans and retained as such thereafter.</p> <p>REASON: In the interests of privacy and visual amenity.</p>
54	<p>Plans of the site showing the existing and proposed ground levels and the levels of thresholds of all proposed buildings shall be submitted to and approved by the local planning authority before the development is commenced (save for any Advanced Infrastructure and Enabling works).</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the building levels for the development to allow an assessment of the implication for surrounding development not yet available but this information is necessary to ensure the development complies with Canterbury District Local Plan 2006 Policy BE1 and</p>

	Draft Canterbury District Local Plan 2014 Policy DBE3. Thereby seeking to ensure that the work is carried out at suitable levels in relation to adjoining properties and highways having regard to amenity, access and highway requirements.
55	<p>Levels</p> <p>Prior to the commencement of the development hereby approved (Save for any Advanced Infrastructure and Enabling works) details of the levels of the building(s), road(s) and footpath(s) in relation to the adjoining land and highway(s) and any other changes proposed in the levels of the site shall be submitted to and approved in writing by the local planning authority. The development shall be implemented in accordance with such details as approved.</p> <p>REASON: Pursuant to Articles 35 (1) and (2) of the Town and Country Planning (Development Management Procedure)(England) Order 2015, the local planning authority is satisfied that the requirements of this condition (including the timing of compliance) are so fundamental to the development permitted that, if not imposed, it would have been necessary to refuse permission for the development. This is because, at the time of granting permission, full details of the building levels for the development to allow an assessment of the implication for surrounding development were not yet available but this information is necessary to ensure the development is carried out at suitable levels in relation to the highway and adjoining land having regard to drainage, gradient of access, the safety and amenities of users of the site, the amenities of the area and the health of any trees or vegetation in accordance with policy BE1 of the Canterbury District Local Plan 2006, policy DBE3 of the CDLP 2014 and provisions of the NPPF.</p>

INFORMATIVES

Southern water formal agreement

The applicant/ developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk.

PROW

1. No furniture may be erected on or across Public Rights of Way without the express consent of the Highway Authority.
2. No hedging or shrubs should be planted within 1 metre of the edge of a Public right of Way.

The applicant and agent are advised that the granting of planning permission confers on the developer no other permission or consent or right to close or divert any Public Right of Way at any time without the express permission of the Highway Authority.

Kent police

Prior to the submission of any reserved matters application, the applicant, agents, or successors in title, are encouraged to undertake pre-application (reserved matters) discussion with the local Planning Authority. As part of this pre-application discussion, it may well be necessary to consult with external bodies such as Kent Police Crime Prevention Design Advisors (CPDAs) to ensure that a comprehensive approach is taken to Crime Prevention and Community Safety. The contact details of the Kent Police CPDAs are ; John

Grant & Adrian Fromm, Kent Police Headquarters, Sutton Road, Maidstone ME15 9BZ
email: pandcr@kent.pnn.police.uk Tel No- 01622 653209/3234.

Highways

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. 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.

Environment Agency

The Plenty Brook crosses this site (and includes the 'arm' labelled as the 'Herne Drain' within the FRA) and is a designated 'main river' and under the jurisdiction of this Agency for the purpose of its land drainage function. The written consent (known as Flood Defence Consent) of the Environment Agency is required under the Water Resources Act 1991 and associated byelaws prior to the carrying out of any works in, over, or under the channel of the watercourse or on the banks within eight metres of the top of the bank, or within eight metres of the landward toe of any flood defence, where one exists. For maintenance reasons the Agency will not normally consent works which obstruct the eight metre byelaw margin. Application for flood defence consent should be made to the Agency's Flood and Coastal Risk Management department (Partnerships and Strategic Overview team; Tel: 01732 223174).

Email: PSO.EastKent@environmentagency.gov.uk.

Any other watercourses within the boundary of the site would be classed as an 'ordinary watercourse' and comes under the terms of the Land Drainage Act 1991, (as amended by the Flood and Water Management Act 2010), whereupon any culvert, diversion, weir dam or like obstruction to the flow of the watercourse requires a flood defence consent (also known as a 'land drainage consent') from Kent County Council. In the absence of any agreement to the contrary, maintenance of the watercourse is the responsibility of the riparian owner. Applications for consent should be made to Kent County Council (suds@kent.gov.uk; main switchboard number is 0845 8247 247).

The maintenance of the Plenty Brook and Herne Drain watercourses, which flow through this site should be managed effectively by the riparian landowner(s) of this site. This is to ensure that the watercourses are appropriately maintained and that the capacity of the channels are maintained to ensure effective conveyance of flood flows.

We support the recommendations (Section 6.2) within the 'Plenty Brook, Herne Bay: Dam Breach and Flood Modelling Report' (dated August 2015) prepared by HR Wallingford.

Guidance on flood resilient design can be found in the following publication from the Department for Communities and Local Government, 'Improving the flood performance of new buildings, flood resilient construction' (2007). www.communities.gov.uk.

We recommend that the occupants register with our Floodline Warnings Direct service (Tel: 0845 988 1188).

SCHEDULE B

Affordable Housing

Affordable Housing Provision

1. Subject to the provisions of clause 18 of this Deed the Owner and the Developer shall provide no less than thirty percent (30%) of the total number of Residential Units as Affordable Housing Units in accordance with the Affordable Housing Tenure Mix
2. The Owner and the Developer shall not Occupy nor permit the Occupation of more than 85% of the Market Housing Units within Phase 1 unless and until they have entered into a binding contract with an Affordable Housing Provider (evidence of which is to be produced to the City Council) for the construction of the Phase 1 Affordable Housing Units and the transfer of the freehold or the grant of a lease for a term of at least 125 years in respect of the land on which the Phase 1 Affordable Housing Units are located
3. The Owner and the Developer covenant not to Commence Development of any Phase (other than Phase 1) forming part of the Development unless and until the Developer has submitted an Affordable Housing Scheme for that Phase to the City Council and the City Council has approved the Affordable Housing Scheme for that Phase
4. The Owner and the Developer shall provide the Affordable Housing Units comprised in a Phase (other than Phase 1) in accordance with an Affordable Housing Scheme for that Phase approved by the City Council
5. The Owner and the Developer covenant not to Occupy or permit the Occupation of more than 75% of the Market Housing Units within any Phase (other than Phase 1) unless and until they have entered into a binding contract with an Affordable Housing Provider (evidence of which is to be produced to the City Council) for the construction of the Affordable Housing Units in accordance with the approved Affordable Housing Scheme for that Phase and the transfer of the freehold or the grant of a lease for a term of at least 125 years in respect of the land on which the relevant Affordable Housing units are located
6. Subject to the provisions of this Deed the Owner and the Developer covenants that none of the Affordable Housing Units provided within the Development shall be Occupied for any purpose other than as Affordable Housing by persons in Housing Need

SCHEDULE C

Ecological Mitigation

1. The Owner and/or the Developer shall not Commence Development in respect of Phase 1 unless and until they have paid the Initial SAMM Contribution to the City Council
2. The Owner and/or the Developer shall not Occupy or permit the Occupation of any Residential Unit permitted to any Reserved Matters Approval in any other Phase of the Development unless and until they have paid the Second SAMM Contribution to the City Council which contribution shall be calculated for each Residential Unit as follows:-
 - (a) THREE HUNDRED AND FIFTY FIVE POUNDS (£355.00) Index Linked per one bedroomed flat
 - (b) FOUR HUNDRED AND NINETY EIGHT POUNDS (£498.00) Index Linked per two bedroomed flat or house
 - (c) SIX HUNDRED AND SEVENTY POUNDS (£670.00) Index Linked per three bedroomed house
 - (d) EIGHT HUNDRED AND FORTY EIGHT POUNDS (£848.00) Index Linked per house with four or more bedrooms

SCHEDULE D

Sports Hub Facilities

1. The Owner and the Developer shall establish the Sports Club Trust at their own expense as soon as practicable after Commencement of Development and shall not Occupy or permit Occupation of more than 150 Residential Units unless and until they have submitted proof of the establishment of the Sports Club Trust to the City Council PROVIDED ALWAYS THAT the board of trustees of the Sports Club Trust shall comprise:-
 - 1.1. a representative of the Owner;
 - 1.2. a representative of the Developer;
 - 1.3. a representative of each of the Sports Clubs
2. The Owner and/or the Developer shall not Occupy or permit the Occupation of more than 150 Residential Units unless and until:-
 - 2.1. the Sports Hub Facilities have been constructed to Practical Completion in accordance with the Sports Hub Facilities Specification PROVIDED ALWAYS AND FOR THE AVOIDANCE OF DOUBT that the total amount payable by the Owner and the Developer in respect of the Sports Hub Facilities shall not exceed TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000.00); and
 - 2.2. the Owner and/or the Developer have granted the Sports Hub Facilities Lease to the Sports Club Trust

SCHEDULE E

Education

1. Primary Education

- 1.1. The Primary Education Contribution shall be payable in two equal instalments and the Owner and/or the Developer shall:-

1.1.1. pay the first instalment to the County Council on the earlier date to occur of:-

- a) the date on which 20 Residential Units are in Occupation; or
- b) the date which is 12 months after the date on which the first Residential Unit is Occupied

1.1.2. pay the second instalment to the County Council on the earlier date to occur of:-

- a) the date on which 210 Residential Units are Occupied; or
- b) the date which is four years after the date on which the first instalment of the Primary Education Contribution is paid to the County Council

2. Secondary Education

- 2.1 The Owner and the Developer shall not Occupy nor permit the Occupation of more than 100 Residential Units unless and until they have paid the Secondary Education Contribution to the County Council

SCHEDULE F

Youth Services

The Owner and the Developer shall not Occupy nor permit the Occupation of more than 100 Residential Units unless and until they have paid the Youth Services Contribution to the County Council

SCHEDULE G

Highways and Transportation

1. Strategic Highways Improvements

- 1.1 The Owner shall pay the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) by way of the first instalment of the Strategic Highways and Public Transport Contribution to the City Council and/or the County Council in three equal tranches as follows:-

1.1.1 the City Council and/or the County Council may issue a written request for payment of the first tranche of FIFTEEN THOUSAND POUNDS (£15,000.00) shall be at any time after the date on which the Planning Permission is granted and the Owner shall thereafter pay that first tranche within ten Working Days after it receives the written request; and

1.1.2 the second tranche of TWO HUNDRED AND THIRTY FIVE THOUSAND POUNDS (£235,000.00) shall be paid on the date which is six weeks after the date on which the Planning Permission is granted

and in any event the whole of the first instalment shall be paid by 30 March 2016 PROVIDED ALWAYS THAT:-

(a) Planning Permission was granted on or before ²⁴~~23~~ September 2015

(b) the Council shall not use the said instalment for any purpose other than to pay for the design work for the Sturry Relief Road to enable an application to be made for the Sturry Relief Road LEP Funding and other means of facilitating the delivery of the Sturry Relief Road by the City Council and/or the County Council by 2022

AND FOR THE AVOIDANCE OF DOUBT this sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) is part of and not in addition to the maximum sum of THREE MILLION THREE HUNDRED AND SIXTY ONE THOUSAND TWO HUNDRED POUNDS (£3,361,200.00) payable as the Strategic Highways Contribution

- 1.2 The County Council and the City Council shall have the right to serve one or more strategic Highways Initial Contribution Notices upon the Developer and the Owner at any time within the period of five years after the date of Commencement of Development
- 1.3 The Developer and/or the Owner shall pay the Strategic Highways Contribution to the City Council or the County Council pursuant to the Strategic Highways Initial Contribution Notice within 20 Working Days after the date on which they receive the said notice;
- 1.4 The City Council and the County Council covenant to commence that part of a relevant project for which a payment was made pursuant to a Strategic Highways Initial Contribution Notice within five years after the date of payment
- 1.5 In the event that the actual cost of the Strategic Highways Improvement project exceeds the sum already paid pursuant to a Strategic Highways Initial Contribution Notice the City Council

and/or the County Council as appropriate shall be entitled to serve a Strategic Highways Works Actual Cost Notice on the Owner and Developer and the Owner and/or the Developer shall pay the City Council and/or the County Council the additional sum specified therein within 20 Working Days PROVIDED ALWAYS THAT the total amount payable by the Owner and the Developer in respect of Strategic Highways Improvements pursuant to the provisions of this Schedule G to this Deed shall not exceed THREE MILLION THREE HUNDRED AND SIXTY ONE THOUSAND TWO HUNDRED POUNDS (£3,361,200.00)

- 1.6 In the event that the actual cost of a Strategic Highways Improvement project is less than the sum paid pursuant to a Strategic Highways Improvement Initial Contribution Notice then the City Council and/or the County Council (as appropriate) shall be entitled to apply the difference between the sum paid pursuant to the notice and the actual cost of the Strategic Highways Improvement project in the same manner as other unspent contributions as set out in clause 18.3 to this Deed

2. Bus Services

The Developer the Owner and the County Council shall use Reasonable Endeavours to secure the Bus Services PROVIDED ALWAYS AND FOR THE AVOIDANCE OF DOUBT that it is agreed and acknowledged that any cost to the Developer and the Owner of providing the Bus Services is subject to the provisions of Clause 18 to this Deed

SCHEDULE H

Herne Bay Gateway Project

The Owner and the Developer shall not Occupy or permit the Occupation of more than 100 Residential Units unless and until the Herne Bay Gateway Project Contribution has been paid to the County Council

SCHEDULE I

Publicly Accessible Open Spaces

The Owner and/or the Developer as appropriate shall provide the Publicly Accessible Open Space in the relevant Phases pursuant to:-

- (i) the detailed part of the Planning Permission in respect of Phase 1; and
- (ii) pursuant to the relevant RM Approval in respect of each other relevant Phase

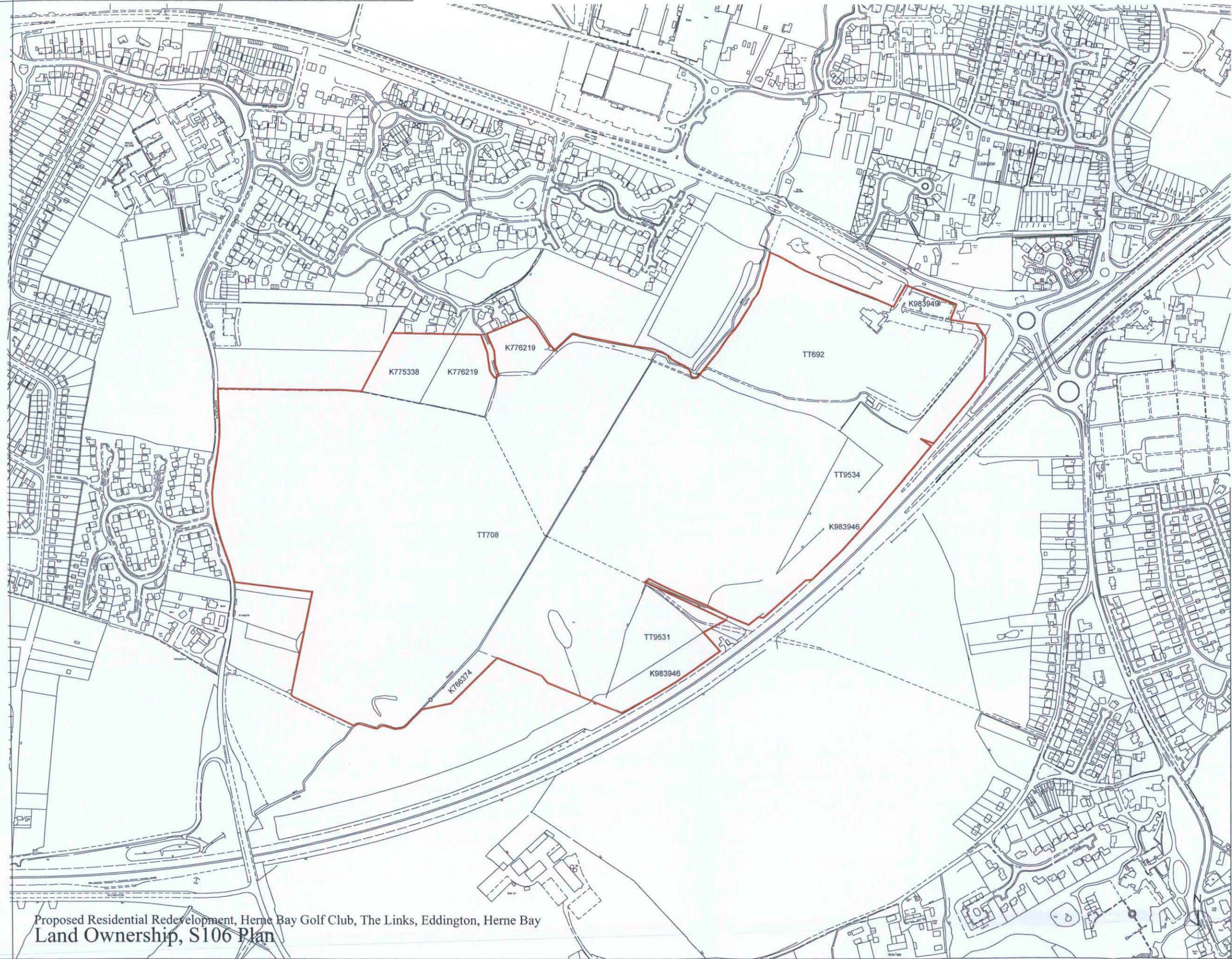
SCHEDULE J

Public Rights of Way

1. In the event that any diversion is required to a Public Right of Way the Owner and/or the Developer shall submit an application for that diversion to the County Council's PROW and Access service prior to Commencement of Development of the Phase in which the part of the Public Right of Way which requires diversion is located and such application shall be accompanied by a proposed specification for the construction of the relevant diverted part of the Public Right of Way and a proposed timetable for its construction and dedication for use as a Public Bridleway in the event that the County Council approves the application
2. The Owner and/or the Developer shall (at their own expense) construct the diverted section of the Public Right of Way in accordance with the specification and timetable approved by the County Council pursuant to Paragraph 1 of this Schedule J to this Deed
3. The Owner and/or the Developer shall (at the point in time specified in the timetable approved by the County Council pursuant to Paragraph 1 of this Schedule J to this Deed) dedicate the diverted parts of the Public Right of Way for use as a public bridleway in order to facilitate access through the Development by cyclists

Appendix 1

Plans



Proposed Residential Redevelopment, Herne Bay Golf Club, The Links, Eddington, Herne Bay
Land Ownership, S106 Plan

NOTES:
Do Not Scale:
Report all discrepancies, errors and omissions
Verify all dimensions on site before commencing any work on site or preparing shop drawings.
All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and appropriate manufacturers recommendations that from time to time shall apply.
For all specialist work, see relevant drawings.
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Rev Date Description

Plan 1

Project Title
Proposed Redevelopment of
Herne Bay Golf Club
The Links
Eddington
Herne Bay
For NewmaQuinn Properties Ltd
Drawing Description
Land Ownership Plan S106

Scale
1:2500 @ A1
Date
September 2015
Drawn by
SB
Checked by



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ARCHITECTS HISTORIC BUILDING CONSULTANTS
INTERIOR DESIGNERS URBAN DESIGNERS

Drawing Number
21387B/1013
Revision
P2



NOTES:

Do Not Scale

Report all discrepancies, errors and omissions.

Verify all dimensions on site before commencing any work on site or preparing shop drawings.

All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and appropriate manufacturers recommendations that from time to time shall apply.

For all specialist work, see relevant drawings.

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Rev	Date	Description
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- Key:-**
- Parkland
 - Green Corridor
 - Sports Field
 - Amenity Greenspace
 - Play Areas
 - Semi Natural
 - 28 no. Community Allotments (within residential areas)

Plan 2

Project Title

Proposed Redevelopment of
Herne Bay Golf Club
The Links
Eddington
Herne Bay
For NewmaQuinn Properties Ltd

Drawing Description

Open Space Provision

Scale	Drawn by
1:2500 @ A1	RD
Date	Checked by
December 2012	SB



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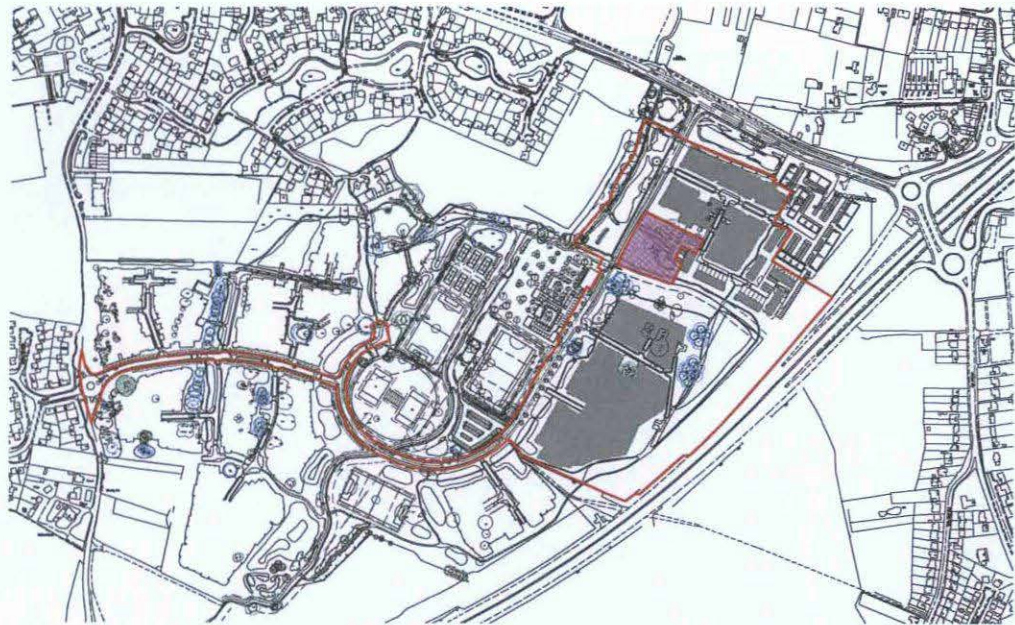
ARCHITECTS	HISTORIC BUILDING CONSULTANTS
INTERIOR DESIGNERS	URBAN DESIGNERS

Drawing Number	Revision
21387B/21	P3

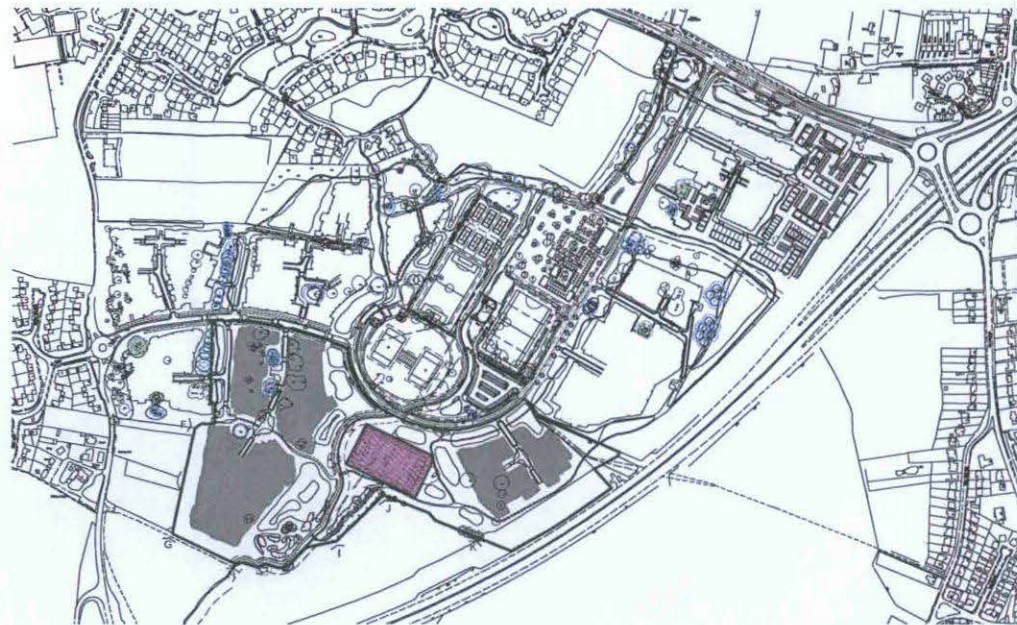
Proposed Redevelopment of, Herne Bay Golf Club, The Links, Eddington, Herne Bay
Open Space Provision

NOTES:
Do Not Scale
Report all discrepancies, errors and omissions
Verify all dimensions on site before commencing any work on site or preparing shop drawings
All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and appropriate manufacturers recommendations that from time to time shall apply
For all specialist work, see relevant drawings
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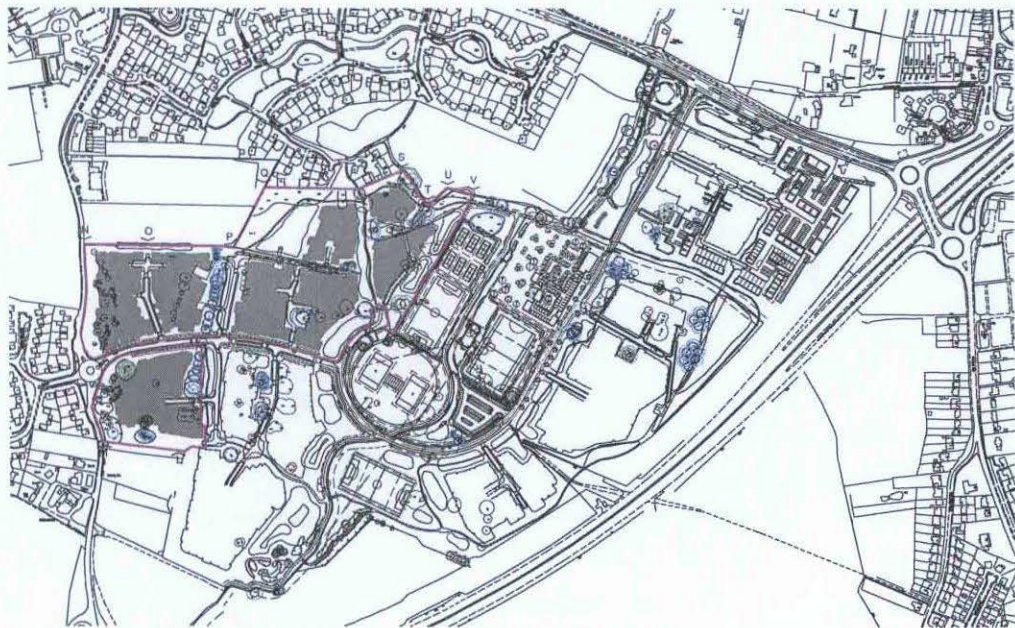
Rev	Date	Description
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Phase 1



Phase 2



Phase 3

Proposed Redevelopment of, Herne Bay Golf Club, The Links, Eddington, Herne Bay
Phasing of Residential Development, Phases 1 - 3

Plan 3

Project Title
Proposed Redevelopment of
Herne Bay Golf Club
The Links
Eddington
Herne Bay
For NewmaQuinn Properties Ltd
Drawing Description
Phasing of Residential Development
Phases 1-3

Scale 1:5000 @ A1	Drawn by RD
Date Aug. 2014	Checked by SB



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ARCHITECTS	HISTORIC BUILDING CONSULTANTS
INTERIOR DESIGNERS	URBAN DESIGNERS

Drawing Number	Revision
21387B/1005	P5



Executed as a deed on behalf of)
NEWMQUINN PROPERTIES LIMITED acting)
by a director in the presence of:)
Director

Witness sign:

Witness name:

Witness address:

Witness occupation:

Executed as a deed on behalf of)
NEWMQUINN DEVELOPMENTS LIMITED)
acting by a director in the presence of:)
Director

Witness sign:

Witness name:

Witness address:

Witness occupation:

Name (in BLOCK CAPITALS)

RICARDO ROSSETTI

Address

Redrow Homes Ltd
Redrow House, 2 Aurum Court
Southfields Business Park
Sylvan Way, Laindon
Basildon, Essex SS15 6TU

THE COMMON SEAL of)
CANTERBURY CITY COUNCIL)
affixed hereunto in the presence of:-

THE COMMON SEAL of)
THE KENT COUNTY COUNCIL was hereunto)
affixed to this Deed in the presence of:-)

Authorised Signatory