

DATED 25th October

2023

**(1) THE MAYOR AND BURGESSES of THE LONDON BOROUGH OF
CROYDON**

(2) 

DEED OF AGREEMENT

made pursuant to Section 16 of the Greater London Council (General Powers Act) 1974, Section 106 of the Town and Country Planning Act 1990 (as amended), Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all enabling powers

Application Reference: 22/04387/FUL

Land at: 1-3 High Street, Thornton Heath, CR7 8RU

**Legal Services Division
London Borough of Croydon
Bernard Weatherill House
8 Mint Walk
Croydon
CR0 1EA**

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THIS DEED OF AGREEMENT is made the 25th day of October
Two Thousand and Twenty Three

BETWEEN:

(1) **THE MAYOR AND BURGESSES of THE LONDON BOROUGH OF CROYDON** of Bernard Weatherill House 8 Mint Walk Croydon CR0 1EA (the "Council")

(2) 

(Hereinafter called "the Parties")

Recitals

A. The Council

1. The Council is the Local Planning Authority for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) in relation to 1-3 High Street, Thornton Heath, CR7 8RU (the "Planning Application Site").
2. The Council is the highway authority for the purposes of the Highways Act 1980 (as amended) for roads other than trunk and special roads within the area within which the Planning Application Site is located.

B. The Owner(s)

1. The Owner is the registered proprietor with freehold absolute title under title number SGL580479 of the Planning Application Site.

C. Planning Permission

1. An Application for full planning permission was submitted to the Council and was registered under reference number 22/04387/FUL to develop the Planning Application Site by Demolition of existing building and redevelopment of the site to provide a four-storey building comprising commercial unit (Class E) at

ground floor level with 7 flats over with associated cycle and refuse storage (the “**Planning Application**”).

2. The Council at a Delegated Business meeting on the 3rd April 2023 resolved to grant planning permission for the Planning Application subject to the conditions of the draft decision notice annexed hereto at Annex 2 and also subject to the Parties entering into this Agreement in relation to the planning obligations herein contained (the “**Planning Permission**”).
3. The Parties are satisfied that the planning obligations (except for obligations at clauses 4.22 and Schedule 5 contained in this Deed are necessary to make the Development acceptable in planning terms directly related to the Development and fairly and reasonably related in scale and kind to such Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

1 Statutory Authority

- 1.1 This Agreement is made pursuant to Section 106 of the 1990 Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all enabling powers.
- 1.2 To the extent that this Agreement contains obligations on the part of the Owner which fall within descriptions set out in Section 106(1) (a)-(d) of the 1990 Act (inclusive), those obligations are planning obligations pursuant to Section 106 of the 1990 Act.
- 1.3 To the extent that this Agreement contains obligations on the part of the Owner which are not within the descriptions set out in Section 106(1) (a)-(d) of the 1990 Act (inclusive), those obligations are undertakings or agreement binding on successors in title of the Owner and persons claiming through or under them within the meaning of Section 16 of the Greater London Council (General Powers) Act 1974.

2 Legal Effect

2.1 To the extent that this Agreement contains covenants of the Council, those covenants are covenants made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended), Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all enabling powers.

2.2 The obligations of the Owner herein (with the exception of clause 4.22) are conditional only upon:

2.2.1 the grant of Planning Permission; and

2.2.2 the Implementation Date

2.3 In the event that there is an express finding within the decision of a Court, planning inspector or Secretary of State that one or more of the obligations in this Deed does not meet the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948), then (without prejudice to the legal effect of the remainder of this Agreement) the relevant individual obligation shall not take effect.

3 Interpretation

In this Deed the following expressions (arranged in alphabetical order) shall unless the context shall otherwise require have the following meanings:

“1980 Act” means the Highways Act 1980 (as amended);

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

“Borough” means the London Borough of Croydon

“Completion” means the issue of the Certificate of Practical Completion and the expression **“Completed”** shall be construed accordingly

“Deed”	means this Deed of Agreement as entered into between the Owner and the Council and the Mortgagee
“Development”	means the development which is the subject of the Planning Application;
“First Occupation”	means first Occupation for the purposes permitted pursuant to the Planning Application and the expressions “First Occupy” and “First Occupied” shall be construed accordingly
“Implementation Date”	means the carrying out in relation to the Development of any Material Operation and the expressions “Implemented Developments” and “Implements Development” shall be construed accordingly
“Material Operation”	means any operation within the meaning of Section 56(4) of the 1990 Act (as amended) but disregarding for the purposes of this Deed and for no other purpose <ul style="list-style-type: none"> (i) any demolition or site clearance operations, (ii) archaeological or ground investigations, investigations for the purpose of assessing contamination, (iii) remedial action in respect of contamination, (iv) erection of any fences and hoardings or means of enclosure around the Planning Application Site;
“Monitoring Fee”	means the sums due to the Council in accordance with Schedule 5 in respect of the costs of monitoring compliance with obligations as set out in this Deed
“Owner”	means the Owner collectively and who’s liability shall be joint and several
“Parties”	means the Parties to this Deed
“Plan 1”	means the plan attached to this Deed at Annex 1 and marked “Plan 1: Planning Application Site”

“Plan 2”	means the plan attached to this Deed at Annex 3 and marked “Plan 2: Plan showing for illustrative purposes the location of the Section 278 Works”
“Plan 3”	means the plan attached to this Deed at Annex 4 and marked “Plan 3: Plan showing for illustrative purposes the development located on ground floor level”
“Practical Completion”	means in relation to any works the issue of a certificate of Practical Completion by the architect or project manager certifying that the works have been practically completed and the certificate to be provided to the council and the expression “Practically Completed” shall be construed accordingly
“Retail Prices Index”	means the All Items Retail Prices Index including mortgage interest payments (RPI) contained in the Monthly Bulletin of Indices published by the Office of National Statistics (or such other publication as may from time to time supersede the same);
“Working Day”	means any day apart from a Saturday Sunday or any statutory bank holiday in England

The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.

References to clauses and schedules are to the clauses and schedules of this Agreement, unless stated otherwise.

A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

A reference to a person includes a reference to persons acting jointly or in partnership, a firm, company, authority, board, department or other body and vice versa.

Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all statutorily enforceable instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

References to the Planning Application Site include any part of it.

References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Planning Acts.

If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall be unaffected.

4 It is hereby agreed and declared

Miscellaneous agreements and declarations

4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and its rights, powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

4.2 In so far as any clause or clauses in this Deed are found (for whatever reason) to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

Local Land Charges

- 4.3 This Deed shall be registered by the Council in the Council's Register of Local Land Charges immediately on completion thereof.
- 4.4 The Council will effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the parties hereunder have been wholly performed or discharged or released.

Reference to statutes and statutory instruments

- 4.4 References in this Deed to any statutes or statutory instruments shall include reference to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

Liability of subsequent owners and release of former owners

- 4.5 The provisions in this Deed shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under the Owner in respect of the Planning Application Site.

No persons shall be liable to the Council for any breach of the provisions of this Deed committed after such person has parted with all of its interest in the Planning Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

Variations

- 4.6 In the event of any subsequent planning permission being granted by the Council pursuant to an application under s73 of the 1990 Act for the removal or variation of any conditions attached to the Planning Permission the obligations contained in this Deed shall apply to the subsequent planning permission without the need for a further deed unless required by the Council and terms of this Deed shall continue in full force and effect.

English Law Applicable

- 4.7 The construction validity and performance of this Deed shall be governed by English law.

Obligation to act reasonably

- 4.8 Where by this Deed any action approval consent direction authority or agreement is required to be taken, given or reached by any party hereto any such action approval consent, direction, authority or agreement shall not be unreasonable or unreasonably withheld or delayed.

Reconciliation of plans and property descriptions

- 4.9 All references in this Deed to the identification of the Planning Application Site or parts thereof by colour delineations or colourings on Plan 1 shall be for the purposes of identification only.

Service of Notices

- 4.10 All notices including Notice of Intention to Commence and Notice of Intention of Occupation served pursuant to this Deed shall be in writing and shall in the absence of a contrary direction having been received in writing by the sender of the relevant notice be deemed duly served if delivered or sent:

In the case of a notice to be served on the Council to the address as stated above.

In the case of a notice to be served on the Owner to the address as stated above.

Effect of revocation of Planning Permission

- 4.11 In the event of the Planning Permission for the Development being revoked by the Council or any other authority having powers in relation to planning matters the obligations of the Owner under this Deed shall thereupon cease absolutely.

Waivers not to be of a continuing nature

- 4.12 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

Rights of Third Parties

- 4.13 It is the intention of the parties that no person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

Joint and Several Liability

- 4.14 Where two or more persons are liable in respect of an obligation, they are jointly and severally liable unless there is an express provision otherwise.

General

- 4.15 Words denoting an obligation on a party to do an act matter or thing shall include, an obligation to procure that is done and words placing a party under a restriction shall include an obligation not to cause permit or suffer infringement of the restriction whether direct or indirect on its own account or through another person

Where an obligation must be complied with:

- (a) Prior to or upon Implementation Date that shall additionally include a restriction that no Development can be Implemented until such obligation has been satisfied
- (b) Prior to or upon First Occupation that shall additionally include a restriction that no Occupation can take place until such obligation has been satisfied

All the obligations on part of the Owner are to be undertaken at the Owner's expense

Rights of Inspection

4.16 Without prejudice to the Council's statutory rights of entry the Owner shall permit any person duly authorised by the Council during the period when the Development is being constructed to enter at reasonable times and on reasonable notice any part of the Planning Application Site which is not First Occupied to ascertain whether there is or has been any breach of the obligations hereunder PROVIDED THAT any person so authorised shall observe all reasonable security access and health and safety arrangements as required by the Owner.

VAT

4.17 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof

4.18 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly within 10 Working Days of receipt of valid VAT invoice

Interest

4.19 If the Owner shall fail to pay to the Council any payment due under this Deed in full by the due date the Owner shall in addition pay to the Council interest calculated at a rate equivalent to four per centum (4%) per annum over the basic lending rate from time to time of the Bank of England such interest to be calculated from the date on which the payment should have been received in full by the Council and the date that the payment was received in full.

Indexation

4.20 The Owner hereby agrees that any payment due shall be subject to indexation so that such sums or values shall be increased by the percentage change in the Retail Prices Index from time to time in force from the date of this Deed until the date of receipt of the payment by the Council

Legal Costs

4.21 The Owner covenants to pay the Council's reasonable legal costs in negotiating and preparing this Agreement upon completion of this Deed.

4.22 The Owner further undertakes to pay the Council's reasonable and properly incurred legal costs incurred by or on behalf of the Council in connection with recovering and/or enforcing any planning obligations in this Deed

Charges Register

4.23 The Owner shall within 28 days of completion of this Deed (apply at its own expense including paying the requisite fee) to the Land Registry to register this Deed in the Charges Register of the title number SGL580479 and following successful completion of such application to Land Registry the Owner shall supply (at its own expense) to the Council within 10 Working Days of written demand office copies of such titles to show the entry of this Deed in the Charges Register of the respective title to the Planning Application Site.

5 Council's Covenants

5.1 The Council shall within five Working Days of completion of this Deed issue the Planning Permission.

6 Dispute Resolution

- 6.1 Without prejudice to any of the parties' or the Council's right to seek redress through the courts the parties hereto hereby agree that any differences and questions which arise between the parties in connection with this Deed shall be referred for determination by an independent person who is qualified to act as an expert in relation to the dispute having not less than ten years professional experience in relation to matters relating to planning developments (whose decision shall be binding save in the case of manifest error in respect of the matters referred to him) in accordance with the following provisions:**
- (a) where such dispute relates to the construction of this or any other deed or document it shall be referred to a solicitor or barrister agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Law Society; and**
 - (b) where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers; and**
 - (c) where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors;**
 - (d) in any reference to an independent person under this clause such person shall unless the parties otherwise agree act as expert and not as arbitrator and the following provisions shall apply to their appointment:**
 - (i) the independent person shall allow the parties to make representations and to comment on each other's representations;**

- (ii) the independent person shall give written notice as to their decision within 30 Working Days of his appointment or within such longer period as the parties shall agree;**
- (iii) the costs of the independent person shall be borne by the parties in such proportion as he directs or in the absence of any direction equally. If one party shall pay more than their due proportion they shall be entitled to recover the excess from the other on demand;**
- (iv) if the independent person refuses to act, is incapable of acting, dies or fails to give notice of his decision within the required period, then the procedure referred to in clause 6 may be repeated.**

Schedule 1 – Notices

1. Definitions

Notice of Change in Ownership means a notice notifying the Council of the change in ownership

Notice of Intention to Implement the Development means a notice stating the date on which the Owner intends to Implement the Development

Notice of Intention of First Occupation means a notice stating the date on which it is intended that First Occupation will occur

Notice of Practical Completion of the Development means a notice containing the date on which Practical Completion of the Development occurred

2. Notices

2.1 Notice of Change in Ownership

The Owner covenants with the Council to give the Council written notice in any change in ownership of the Owner's interest in the Planning Application Site occurring before all of the obligations under this Deed have been discharged within 10 working days of completion of any such change in ownership. Such notice shall include details of the transferees' full name and registered office (if a company or a usual address if not) together with the area of the Planning Application Site or unit of occupation purchased by reference to a plan.

2.2 Notice of Intention to Implement the Development

The Owner shall prior to Implementation Date serve the Notice of Intention to Implement the Development giving at least 5 Working Days' notice of the intended Implementation Date.

2.3 Notice of Intention of First Occupation

The Owner covenants to serve the Notice of Intention of First Occupation on the Council at least 5 Working Days' prior to First Occupation Date.

2.4 Notice of Practical Completion of the Development

The Owner covenants to serve the Notice of Practical Completion on the Council within 10 Working Days' of Practical Completion of the Development.

Schedule 2 – Sustainable Transport Contribution

1. Definitions

Sustainable Transport Contribution	means the sum of £10,500 (Ten Thousand Five Hundred Pounds) index –linked to be utilised towards (including but not limited to and Council exercising absolute discretion on street car clubs with EVCP's and/or highway changes such as on street restrictions, car clubs, highway transport initiative measures, removal of residential parking permit entitlement for new residential units to the present, and any future, CPZs within the area, pedestrian /cycling improvements
EVCP's	means Electrical Vehicle Charging Points
CPZs	means Controlled Parking Zones

2. Sustainable Transport Contribution

- 2.1** The Owner undertakes to pay the Sustainable Transport Contribution on or prior to the Implementation Date and there can be no implementation until such sum has been received in full by the Council

Schedule 3 – Restriction on Parking Permits

1. Definitions

Controlled Parking Zone	means an area or zone where there are (or are in future) continuous parking controls which seek to restrict or limit parking within an area (such controls normally taking the form of yellow lines, waiting restrictions and parking bays)
Host Property	means the Owner's existing freehold property on the Planning Application Site
Motor Vehicle	means any vehicle including a motorcycle intended or adapted for use on a road and/or highway and propelled by a motor
Parking Place	means a parking place designated by the Council by an order (or otherwise) under the Road Traffic Regulation Act 1984 and under the Traffic Management Act 2004 or other relevant legislation
Parking Permit	means any parking permit (irrespective of whether it is for residential or business purposes) issued by the Council under Section 45(2) of The Road Traffic Regulation Act 1984 to an owner or occupier of a Residential Unit allowing a Motor Vehicle to park in a Parking Place in a Controlled Parking Zone but not including a disabled person's "blue badge" issued under Section 21 of the Chronically Sick and Disabled Persons Act 1970
Residential Unit	Each flat constructed within the Host Property

2. Restriction on Parking Permits

The Host Property is entitled to zero Parking Permit. The obligations in this deed affecting the Residential Units within the Development on the Planning Application Site do not impact the Host Property's entitlement to zero Parking Permit.

The Owner undertakes to the Council that:

2.1 The Owner shall not apply for any new Parking Permit in connection with the Occupation of the Planning Application Site or any nor knowingly permit any owner or occupier of a Residential Unit to apply for any new Parking Permit. As above, this obligation does not affect the entitlement of the Host Property to zero Parking Permit.

2.2 Prior to the First Occupation of each and any Residential Unit the Owner shall inform each new owner or occupier of that Residential Unit in writing that (save in the case of an owner or occupier of a Residential Unit who is a holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) by virtue of this Deed:

(a) They shall not be eligible to be granted a Parking Permit AND FURTHERMORE that the Council may refer to the provisions of this Deed in its refusal of any application for a Parking Permit; and

(b) If a Parking Permit is issued in respect of any Residential Unit, the owner or occupier of that Residential Unit is to surrender it to the Council within 10 Working Days (and it shall also deemed to be invalid since issued in error) and the Owner shall be responsible for securing the same

2.3 The Owner shall ensure that all relevant material used for marketing Residential Units for letting or sale shall clearly state that any owner or occupier of the Residential Units shall not be entitled to apply for a Parking Permit in connection with the occupation of any Residential Unit.

2.4 In respect of every lease of each or any of the Residential Units the following covenant shall be imposed:

"the lessee for himself and his successors in title being the owner or owners for the time being of the term of years hereby granted hereby covenants with the

lessor and separately with the Mayor and Burgesses of the London Borough of Croydon not to apply for nor knowingly permit an application to be made by any person residing in the flats to the London Borough of Croydon for a Parking Permit (other than a disabled persons' parking permit) in respect of the premises hereby demised and so that if such a permit is issued it shall be surrendered within 14 days of written request to do so from the London Borough of Croydon (by whom this covenant shall be enforceable under Section 1 of the Contracts (Rights of Third Parties) Act 1999"

2.5 In respect of every licence to Occupy issued in respect of each or any of the Residential Units or part thereof the following shall be made an express term of the agreement for licence:

"the licensee hereby agrees that he will not apply or knowingly permit any person residing in the flats to apply to the London Borough of Croydon for a Parking Permit (other than a disabled persons' parking permit in respect of such flats."

2.6 The Owner will send to the Council (at its own cost) a certified copy of any lease granted or licence to Occupy issued in respect of a Residential Unit or part thereof.

2.7 On or prior to First Occupation of the Development the Owner shall inform the Council in writing of the official numbers and addresses of the Residential Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department).

The obligations contained in this Schedule shall apply to and in respect of all future owner or occupiers of the Residential Units, except that it does not apply to the Host Property as outlined in this Deed.

Schedule 4 – Section 278 Agreement

1. Definitions

1980 Act means the Highway Act 1980 (as amended)

2. Section 278 Agreement

- 2.1** There can be no First Occupation unless and until the Owner has entered into an Agreement pursuant to Section 278 of the 1980 Act with the Council and the Owner shall be responsible for the Council reasonable costs (including legal costs) in connection therewith
- 2.2** Such works shall include (but not be limited to):
- 2.2.1** provisions of new crossover and dropped kerbs
 - 2.2.2** resurfaced footway
 - 2.2.3** associated changes to road lining
 - 2.2.4** making of any traffic management order (subject to the Council)
 - 2.2.5** obtaining any necessary authorisation (or Committee resolution) as the Council considers necessary
- 2.3** There can be no First Occupation of the Development unless and until the works referred into the Agreement referred to in paragraph 2.1 have been completed by the Council and the Council has notified the Owner of this in writing.

2.4 When the Council is undertaking the S278 works and the Council requires Owner's co-operation on occasions then the Owner shall co-operate with the Council generally as reasonably required.

Schedule 5 - Monitoring Fee

1. The Owner shall pay to the Council the following sum upon the Implementation Date as a contribution towards the costs of monitoring compliance:
 - (a) The sum of £1,500 (One Thousand Five Hundred Pounds) for monitoring the Sustainable Transport Contribution obligation
 - (b) The sum of £1,500 (One Thousand Five Hundred Pounds) for monitoring the Restriction on Parking Permits obligation

The Parties hereby acknowledge that the monitoring fee are being sought under Section 111 of the Local Government Act 1972 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 and additionally the monitoring fee is a contractual obligation and, in each case, the Parties hereby further acknowledge that the monitoring fee are justified and reasonably referable to the obligations monitoring which is the responsibility of the Council following completion of this Deed.

Schedule 6 - Marketing and Fitting out of Ground Floor Units

1 Definitions

Commercial units means all the commercial units to be provided as part of the

Development located on the ground floor Level and shown on drawing number 210031-ECD-XX-00-DR-A-05151 attached hereto at Annex 4 and the term Commercial Unit shall refer to any one of the said units

Fit out means the following works in addition to Shell and Core:

(a) the installation of capped sanitary, heating, electrical and telecommunications services;

(b) walls painted with emulsion if not self-finished;

(c) screed floors and a finished ceiling if not self-finished; and

(d) plumbing/heating systems to capped level and related works,

(and the expressions Fitted Out and Fitting Out shall be construed accordingly)

Commercial Unit

Frontage means the commercial units to be provided as part of the Development located on the ground floor Level and shown on plan xx and the term Commercial Unit shall refer to any one of the said units means the frontage of each Commercial Unit at ground floor level (consistent with Shell and Core Level such that it includes all glazing)

Commercial Units

Marketing

Strategy means a detailed written strategy for marketing of the Commercial Units with the objective of securing the letting of the Commercial Units as soon as reasonably practicable and such strategy to include (but not be limited to):

(a) details of potential occupiers;

(b) a proposed timetable for the commencement and duration of the marketing of the Commercial Units;

(c) details of the package of reasonable financial and other incentives (including but not limited to rent free periods, peppercorn rents and subsidised rents) the Owner will offer prospective tenants to encourage such tenants to take up letting of Commercial Units and with the objective of maximising the chance of obtaining tenants on reasonable terms;

(d) details of marketing of Commercial Units (which needs to commence 6 months prior to the completion of each respective unit and shall be for a period of 6 calendar months);

(e) details of proposals for temporary uses of the Commercial Units (including prior to first letting) in the event that the Commercial Units are vacant and un-let for any significant period;

(f) the agent or agencies with whom the Owner proposes to market the Commercial Units; and

and any variation of the same as may be agreed from time to time in writing by the Council acting reasonably and

without delay

Commercial Units

Fit Out Specification

means a fit out specification in relation to all the Commercial Units to be submitted to the Council for its written approval pursuant to this Schedule and which provides details of the Fit Out

Further Marketing

means the marketing to be undertaken by the Owner for a further period of 6 months where any end user for any Commercial Unit is not found as a result of the initial 6 months period of marketing and the Council is not satisfied of the Owner's evidence under paragraph 2.4

Shell and core

means carrying out and completing the Commercial Units to the following extent (or as otherwise agreed from time to time in writing with the Council):

(a) structure and building envelope:

- (i) The structure and building envelope will be completed
- (ii) The spaces will be wind and watertight and all elements of outside walls and roofs, where relevant, will be complete
- (b) internal finishes/fitting out: All spaces will be left as exposed concrete or concrete blockwork including walls, floors and ceilings
- (c) services: Mains services to have been installed (electricity, water, and telecommunications)
- (d) fire and access: all external accessways will be included up to the main entrance door to each unit. Any further fire lobbies or compartmentation within the units themselves will be subject to individual tenants' design and therefore will be completed within the tenants' fit out
- (e) general: The Commercial Units will comply with the relevant Building Regulations insofar as applicable to shell space.

2. Marketing and Fitting Out of the Commercial Units

The Owner covenants with the Council:

- 2.1 to submit to the Council after the date hereof and in any event before the date 6 months prior to expected occupation of the residential units the details of Commercial Units Marketing Strategy for the Council's written approval (not to be unreasonably withheld or delayed);
- 2.2 to implement the approved Commercial Units Marketing Strategy for 6 calendar months starting no later than the date of the submission of the Commercial Units Marketing Strategy given under paragraph 2.1 of Schedule 6;

2.3 to:

(a) reasonably identify and engage with potential end users during the marketing period in accordance with paragraph 2.2 above;

(b) notify the Council of the details of the end users once confirmed, where the Owner has been successful in letting all/ any of the Commercial Units;

and

(c) submit to the Council, no later than 1 (one) month before the intended date of practical completion (meaning the issue of a certificate of Practical

Completion by the architect or project manager certifying that the works have been practically completed) of the Commercial Unit, the Commercial Units Fit Out Specification in respect of such Commercial Unit for the Council's written approval and such approved specification shall be implemented in accordance with paragraph 2.9 below;

2.4

If the Owner has been unable to let any or all of the Commercial Units after marketing them in accordance with paragraph 2.2, to notify the Council in writing of any such units that have not been successfully let (including reasonable documentary evidence to demonstrate to the Council's satisfaction acting reasonably that the Owner has used reasonable endeavours and acted reasonably and has nevertheless been unsuccessful);

2.5 where the Council notifies the Owner under paragraph 3 that the Owner is discharged from the obligation under paragraph 2.2 in respect of any Commercial Units, to use reasonable endeavours to ensure that such Commercial Units fronting the Development are in active commercial use (such as shop, financial and professional services (not medical), café or restaurant);

2.6 to

(a) undertake Further Marketing in relation to any Commercial Unit where the Council has given notice that Further Marketing is required under paragraph 3, beginning no more than 3 weeks from the date of such notice; and

(b) where Further Marketing results in a letting of such Commercial Unit, to comply with paragraph 2.3(b) above *mutatis mutandis*

2.7 where at the end of the Further Marketing period it has been unable to successfully let the Commercial Units for which Further Marketing was required, to:

(a) notify the Council in writing of this; and

(b) use reasonable endeavours through further marketing to ensure that such floorspace fronting the Development is let for active commercial use (such as Shop, Financial and professional services (not medical), Café or restaurant);

2.8 to promptly notify the Council following completion of any lease "or any letting arrangement of any Commercial Unit is let following Marketing or Further Marketing (including details of the incoming user and the duration of such letting);

2.9 to construct and complete to Shell and Core and Fit Out the Commercial Unit in

accordance with the approved Commercial Units Fit Out Specification before the First Occupation (here meaning only in relation to the relevant Commercial Unit and not the whole Development) of such Commercial Unit and

- 2.10 to notify the Council once the Fit Out works in relation to each Commercial Unit are complete in accordance with paragraph 2.9 and permit the Council to reasonably inspect and verify that the Fit Out works are in accordance with the approved Commercial Units Fit Out Specification.

3. Council's obligations

3.1 The Council covenants with the Owner to notify the Owner as soon as reasonably practicable and in any event within 5 Working Days following receipt of the Owner's notice under paragraph 2.4 whether the Council:

(a) is satisfied that the Owner has been unable to let the Commercial Units having complied with paragraph 2.2 (and that the Owner is discharged from the obligation under paragraph 2.2 in respect of such Commercial Unit(s)); and/ or

(b) is not so satisfied in relation to the Commercial Units or any specific Commercial Unit, in relation to which it requires Further Marketing to take place.

3.2 The Council covenants with the Owner to notify the Owner as soon as reasonably practicable and in any event within 10 Working Days following receipt of the Commercial Units Marketing Strategy and / or the Commercial Units Fit Out Specification following receipt of the each of the same from the Owner as to whether each such document is approved.

IN WITNESS whereof the parties hereto have executed this Deed as a Deed the day and year first before written

**THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF CROYDON**

in the presence of:

Authorised Officer:
Mini BALEW
Head of Commercial & Property Law

Seal Register No:
397131



Executed as a Unilateral Undertaking by **HARISH BHANULAL KOTECHA**

Harish
.....

In the presence of:

Witness signature: *Arvind*
.....

Name of Witness: *ARVIND LADWA*
.....

Address:

.....
.....
.....
.....
.....

Occupation:

TELECOMMS MANAGER
.....

Executed as a Unilateral Undertaking by **RANJANA CHHOTALAL KHIROYA**

Ranjana
.....

In the presence of:

Arvind
Witness signature:

Name of Witness: *ARVIND LADWA*

Address:


.....

ENFIELD
.....


.....

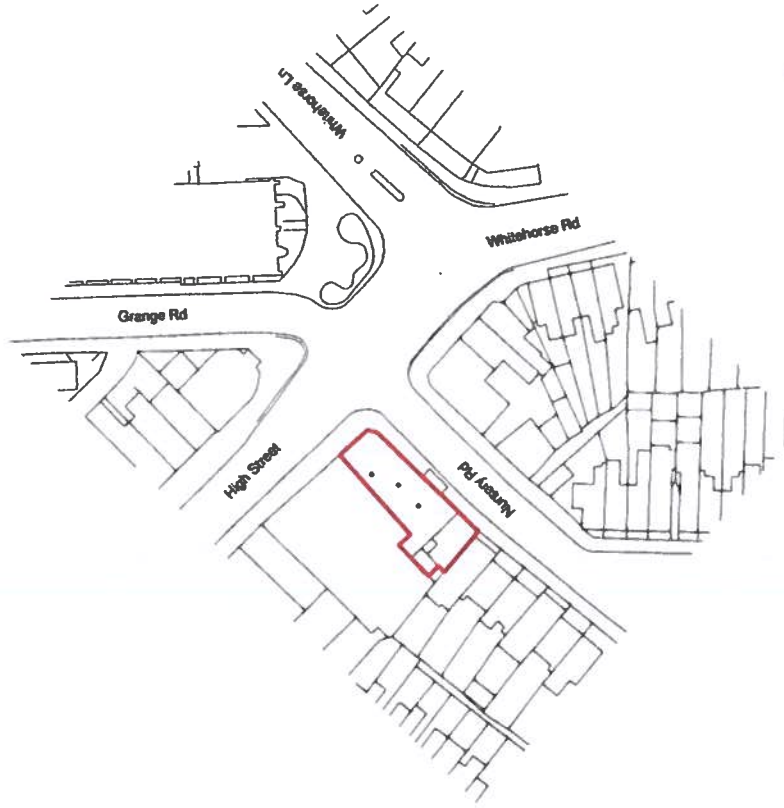
.....

Occupation:

TELECOMMS MANAGER
.....

ANNEX 1 – PLAN 1: PLANNING APPLICATION SITE

Red Line Application
0.02Ha



1 Location Plan
1:1250

SHEET NOTES

- Do not scale from this drawing. All dimensions are indicated and they need to be checked on site by the contractor before any work commences and prior to the construction of any component.
- This drawing is based on survey information by others. The contractor is to verify all dimensions unless otherwise specified.
- All building work is to be carried out in accordance with the relevant Building Regulations and the Building Regulations.
- Refer to Structural Engineer's drawings, details and specifications for all structural components.
- Refer to the relevant Building Regulations, Approved Documents and specifications for all services.
- This drawing is to be used in conjunction with the relevant Building Regulations and specifications.
- Manufacturer, substance and recommendations to be followed for installation of all construction components.
- Contractor to ensure that all work is carried out in accordance with the Construction (Health and Safety) Regulations.
- Any discrepancies between the drawings, the Specifications and the Building Regulations shall be brought to the attention of the Architect/CA for resolution prior to commencement of work.
- Any discrepancies between the drawings and the Building Regulations shall be brought to the attention of the Architect/CA for resolution prior to commencement of work.
- The contractor shall be responsible for completing the detailed design of all elements included within the drawings and specifications. The contractor shall provide performance standards as indicated within the contract documents. All CDP details shall be supplied by the contractor to the CA for review prior to fabrication.

PROJ	JHb GA	13/10/22	Adjusted Red Line Boundary
DATE	JHb GA	05/10/22	Planning Submission
DESCRIPTION			

DRAWING ISSUE
PLANNING

CLIENT
Bright City Projects
BedZED, Wallington, Surrey, SM6 7BZ

ECD Architects
ENERGY CONSCIOUS DESIGN

Unit C, 65 Hoxton Street
London, SE1 9LR

The Centrium Building, 38 Queen Street
Glasgow, G1 3DX

www.ecda.co.uk

PROJECT TITLE
Thomton Heath

DRAWING TITLE
Location Plan

SCALE	As indicated @ A4	DRAWN	JHb
DATE	21/08/22	CHECKED	GA

Project/Client/Drawn/Issued/Level/Type/Date/Number/Sheet/Rev	210031 - ECO - XX - ZZ - DR - A - 05001	S4	P02
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ANNEX 2 – DRAFT DECISION NOTICE

**DRAFT DECISION
NOTICE**

Mr Josh Thomas
Rolfe Judd Planning Ltd
Old Church Court
Claylands Road
London
SW8 1NZ
United Kingdom

Development Management
Sustainable Communities, Regeneration and Economic
Recovery Department
6th Floor, Bernard Weatherill House
8 Mint Walk
Croydon CR0 1EA

Please ask for/reply to: Wayne Spencer
Tel/Typetalk: 0208 726 6000 Ext
Minicom: 020 8760 5797
Email: development.management@croydon.gov.uk

Your ref: P08047 - 1-3 High Street, Tho...
Our ref: P/PC/North Area Team/DCWS

Date:

**Town and Country Planning Act 1990. Town and Country Planning
(Development Management Procedure) (England) Order 2015**

Application Number: 22/04387/FUL

**Applicant: Mr Mike Stott Bright City Projects
Ltd**

Grant of planning permission

The Council of the London Borough of Croydon, as the Local Planning Authority, hereby grant planning permission for the following development, in accordance with the terms of the above mentioned application (which shall include the drawings and other documents submitted therewith) :-

Demolition of existing building and redevelopment of the site to provide a four-storey building comprising commercial unit (Class E) at ground floor level with 7 flats over with associated cycle and refuse storage.

at:

William Hill Bookmakers , 1 High Street, Thornton Heath, Croydon, CR7 8RU

Subject to the following condition(s) and reason(s) for condition(s) :-

- 1 The development hereby permitted shall be begun within three years of the date of this permission.

Reason: To comply with the provisions of the Town and Country Planning Act 1990 (as amended) and the Planning and Compulsory Purchase Act 2004.

- 2 Unless otherwise agreed in writing by the Local Planning Authority, the development shall be carried out entirely in accordance with the drawings as specified below:

210031-ECD-XX-ZZ-DR-A-05001 received 19 October 2022
210031-ECD-XX-ZZ-DR-A-05002 received 19 October 2022
210031-ECD-XX-ZZ-DR-A-05003 received 19 October 2022
210031-ECD-XX-00-DR-A-05151 received 23 February 2023
210031-ECD-XX-00-DR-A-05152 received 10 February 2023
210031-ECD-XX-00-DR-A-05153 received 10 February 2023
210031-ECD-XX-00-DR-A-05159 received 20 March 2023
210031-ECD-XX-ZZ-DR-A-05202 received 19 October 2022
210031-ECD-XX-XX-VZ-A-05608 received 10 February 2023
210031-ECD-XX-XX-VZ-A-05609 received 10 February 2023
210031-ECD-XX-XX-VZ-A-05611 received 10 February 2023
210031-ECD-XX-XX-VZ-A-05612 received 10 February 2023

Reason: For the avoidance of doubt, and to ensure that the development is carried out in full accordance with the approved plans in the interests of proper planning.

- 3** Prior to the commencement of works above ground level, full details of the following shall be submitted to and approved in writing by the Local Planning Authority:

- a) External facing materials including samples of all facing materials and finishes;
- b) Detailed drawings in plan/elevation and section scaled at 1:5 through all typical external elements/junctions/details of the facades including all external openings, balcony treatments and rainwater goods;
- c) External lighting, signage and lobby/entrance details scaled at 1:10.

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

Reason: To ensure that the appearance of the development is acceptable and contributes towards a high quality built environment.

- 4** Prior to the commencement of the development, a final Construction Logistics Plan (CLP) shall be submitted to and approved in writing by the Local Planning Authority. The CLP shall include the following information for all construction phases of the development:
- (1) Hours of construction,
 - (2) Parking of vehicles associated with deliveries, site personnel, operatives and visitors,
 - (3) Facilities for the loading and unloading of plant and materials,
 - (4) Details of the storage facilities for any plant and materials,
 - (5) The siting of any site huts and other temporary structures, including site hoardings,
 - (6) Details of the proposed security arrangements for the site,
 - (7) Details of the precautions to guard against the deposit of mud and substances on the public highway, to include washing facilities by which vehicles will have their wheels, chassis and bodywork effectively cleaned and washed free of mud and similar substances prior to entering the highway,
 - (8) Details outlining the proposed range of dust control methods and noise mitigation measures during the course of construction of the development, having regard to

Croydon Councils 'Code of Practice on Control of Pollution and Noise from Construction sites', BS 5228, Section 61 consent under the Control of Pollution Act 1974, and the Mayor of London's 'Control of Dust and Emissions During Construction and Demolition' Supplementary Planning Guidance (July 2014).

(9) All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>

All construction phases of the development shall be carried out strictly in accordance with the details so approved.

Reason: To safeguard the amenity of surrounding residents and the area generally, and to prevent adverse impacts upon the transport network during the construction phase of the development. This Condition is required to be pre-commencement to ensure that all phases of construction do not adversely impact the amenity of surrounding residents and the area generally, and do not adversely impact upon the transport network.

- 5 Prior to the commencement of the development hereby permitted, an Air Quality Dust Risk Assessment (AQDRA) shall be submitted and approved by the Local Planning Authority which should include a written statement of the commitment for the purposes of monitoring and enforcement. Once approved, the development shall be carried out in accordance with the submission.
- 6 a) Prior to the commencement of development, the following shall be submitted to and approved in writing by the Local Planning Authority:
 - i) A Phase 2 intrusive site investigation and risk assessment into the possibility of soil, water and gaseous contamination.
 - b) If the site investigation (as outlined in part 'a(ii)') indicates the presence of significant potential pollutant linkages, a strategy detailing the remedial measures required to render the site suitable for its intended use must be carried out. The remedial works which are shown to be required must be submitted to and approved in writing by the Local Planning Authority before any such works are carried out and completed prior to the occupation of any building.
 - c) Prior to the occupation of the development hereby permitted, a validation report detailing evidence of all remedial work carried out shall be submitted to and approved in writing by the Local Planning Authority.

d) The developer shall notify the Local Planning Authority of any on site contamination not initially identified by the site investigation, so that an officer of the Council may attend the site and agree any appropriate remedial action.

Reason: To ensure that all matters relating to land contamination are addressed.

This condition is required to be pre-commencement to ensure that such details have been fully considered prior to the commencement of the scheme to ensure the development is carried out safely.

- 7 Prior to the proposed development taking place above ground level, details of both hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include any existing planting to be retained, species and size of proposed new planting to the roof amenity space and balconies, any hard landscaping materials (which shall be permeable as appropriate) and any sustainable drainage (SuDS) measures. The approved details shall be provided before the development is occupied and all planting shall be maintained for a period of five years from the date of planting. Any planting which dies or is severely damaged or becomes seriously diseased or is removed within that period shall be replaced by planting of similar size and species to that originally provided.

Reason: To ensure that the appearance of the development is acceptable and contributes towards a high quality built environment.

- 8 Prior to the occupation of development hereby permitted, the side access gate, fencing and convex mirror shall be implemented in accordance with the details shown on Drawing No: 210031-ECD-XX-00-DR-A-05159 received on 20 March 2023.

Reason: To improve the highway safety of the existing rear access yard to the south west of the site.

- 9 Prior to the occupation of the development hereby permitted, an assessment of environmental noise must be submitted to and approved by the Local Planning Authority. The following details must be included for consideration:

- i) Hourly LAeq noise levels recorded during the survey, with times when measurements were taken;
- ii) Hourly Lmax, noise levels;
- iii) The LAeq,t for daytime and night-time noise;
- iv) A location plan showing where the measurements were taken;
- v) Details of weather conditions and wind speed at the time of the survey;
- vi) Details of the noise meter used for the survey and results of calibration prior to and following monitoring (N.B. any noise meter used must be calibrated to United Kingdom Accreditation Service (UKAS) specification and a copy of the UKAS calibration certificate submitted with/as part of the report).

Once approved, the development shall only be implemented and operated in accordance with these details.

Reason: To safeguard the amenity of adjacent residential occupiers.

- 10 Prior to the commencement of any construction works, a Condition Survey of the footway is to be undertaken and submitted to the Highways Authority for approval and consideration. The development shall be carried out in accordance with any recommendations made. The works which form part of the public highway shall be technically approved and carried out under a S278 Agreement of Highways Act.**

Reason: To ensure that the safety and efficiency of the highway network is maintained.

- 11 Prior to the first occupation of the development for the purposes specified in the application, the developer shall provide written evidence to the Local Planning Authority that a S278 Highways Agreement (or similar minor highways works agreement with the Local Planning Authority), has been made for any highway works required.**

Reason: To safeguard the safety and efficiency of the adjacent highway.

- 12 Prior to the first occupation of the development, a Delivery and Servicing Management Plan (DSMP) shall be submitted to the Local Planning Authority for its written approval. The DSMP shall include measures to minimise noise and disturbance from deliveries, and times/days of delivery, and the specific size of delivery vehicles, and highway safety measures, and the location of parking and manoeuvring for delivery vehicles (including swept path analysis diagrams).**

Reason: To protect the amenity of adjoining occupiers and ensure the safe and efficient operation of the adjacent highways and local transport network.

- 13 Prior to the occupation of the resulting development, the following shall be provided as specified in the application particulars:**

(1) cycle parking facilities as shown on drawing no: 210031-ECD-XX-00-DR-A-05151 received 23 February 2023;

(2) refuse and recycling storage facilities (including bulky waste storage) as shown on drawing no: 210031-ECD-XX-00-DR-A-05151 received 23 February 2023

All particulars shall be retained for as long as the development remains in existence unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the appearance of the development is acceptable and contributes towards a high quality built environment.

- 14 The development shall be carried out in accordance with the recommendations of the submitted Air Quality Assessment created by 'Omnia' dated July 2022 (ref: C10751/AQA/1.0).**

Reason: To ensure the development is not unduly detrimental to air quality.

- 15 The development shall be carried out wholly in accordance with the Proposed Fire Strategy created by 'Bright City Projects' dated October 2022 and drawing nos: 210031 ECD XX 00 DR A 08501, 210031 ECD XX XX DR A 08502 and 210031 ECD XX 03 DR A 08503 received 19 October 2022.

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with Policy D12 of the London Plan 2021.

- 16 Unless otherwise agreed in writing, the commercial use of the new development shall achieve a BREEAM Excellent standard or equivalent through on-site energy efficiencies. Evidence to that effect shall be submitted to the Local Planning Authority for its written approval prior to the occupation of the commercial element.

Reason: To ensure high standards of sustainable design and construction in new development.

- 17 The residential elements of the development hereby permitted shall achieve a water use target of 110 litres per head per day.

Reason: To ensure the efficient use of water supply.

- 18 Unless otherwise agreed in writing by the Local Planning Authority, the resulting commercial unit shall not be used outside of the following times:-
(a) between 0730 hours and 2300 hours Monday to Saturdays;
(d) between 0900 hours and 2000 hours on Sundays and Bank Holidays.

Reason: To safeguard the amenity of adjacent residential occupiers.

In reaching this decision the Local Planning Authority has sought to work in a positive and pro-active manner based on seeking solutions to problems in the following way:

To assist applicants the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website and which offers a pre planning application advice service. The scheme was submitted in accordance with guidance following pre application discussions.

Informative(s):

- 1 The noise level from any air handling units, mechanical plant, or other fixed external machinery should not increase the background noise level when measured at the nearest sensitive residential premises. In effect, this means the noise level from any new units should achieve a BS4142 noise rating level 10 dB below the prevailing LA90 background noise level.

- 2 The Council recommend that the applicant should observe the Council's Code of Practice entitled 'Control of Pollution and Noise from Demolition and Construction Sites' which is available from the following link:
<https://lovecleanair.org/wp-content/uploads/2014/11/Code-of-practice-August-2015.pdf>
as well as the Mayor of London's Best Practice Guidance 'The Control of Dust and Emissions during Construction and Demolition SPG' which is available from the following link:
<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/control-dust-and>
- 3 If the commercial ground floor space is to be used as a food premises, the applicant must follow the link below for the Guidance Note GN.80 Planning Applications: Food and Drink Premises (A3/A4/A5) Requirements for extraction/ventilation systems, which provides details of our minimum requirements for ventilation systems. These requirements should be incorporated into the proposals and please note that any external ducting will require a separate planning application.
<http://www.croydon.gov.uk/environment/pollution/enviroassessment>
The applicant should also closely follow the BESA DW 172/144 and EMAQ+dated 2018 specifications guide for guidance on odour control equipment selection.
- 4 In accordance with guidance from the Institution of Lighting Professionals, light from the proposed illuminations should not cause a nuisance to local residents. The applicant should comply with the document Guidance Notes for the Reduction of Obtrusive Light GN01:2011 and its relevant publications and standards, available at the following link:
<https://www.theilp.org.uk/documents/obtrusive-light/>
- 5 The applicant must ensure that any hot water boilers achieve or improve upon Class 6 of the Energy related Products Directive. For gas and LPG boilers this requires maximum NOx emissions of 56 mg/kWh.

6 IMPORTANT

Community Infrastructure Levy.

A. You are advised that under the Community Infrastructure Levy Regulations 2010 on commencement of the development a financial payment will be required to Croydon Council and the Mayor of London. In relation to retrospective applications where the development has already taken place, the financial payment is due immediately on the grant of planning permission. The payment to the Mayor of London will be forwarded by Croydon Council.

B. A separate Liability Notice will be issued to any person who has assumed liability for the payment. If no person or body has already assumed liability then within 14 days of this permission the names and addresses of the person(s) responsible for the CIL payment should be forwarded to the Council using the agreed forms which can be obtained from the planning portal from the link below.

www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

C. If no person or body has assumed liability, payment will be required from the owner of the land at the time of commencement of works. It should be noted that for the purpose of the above regulations commencement of the development will comprise any works of demolition necessary to implement the planning permission.

D. For further information please visit the Croydon Council's website at:
www.croydon.gov.uk/cil

- 7 It is strongly recommended that the relocation of the bus stop is discussed with Transport for London (TfL) at the earliest opportunity by contacting maxfaulkner@tfl.gov.uk for further advice.

Demolition guidance

If the proposal involves the demolition of buildings or part demolition of buildings of more than 50 M3, an application for demolition will be required under Section 80 of the Building Act 1984, notifications prior to commencement of the demolition

Serving a notice of intended demolition

It is the owner's responsibility to ensure that demolition is carried out in a safe manner and that the requisite application is submitted to the council. You can complete the Council's application form for Demolition under section 80 using this link [here](#). or email hsg-privatehousing@croydon.gov.uk

Yours faithfully,

Nicola Townsend
Head of Development Management

Building Regulation Notes: This is a planning permission only. It does not convey any approval or consent which may be required under the Building Regulations or any other enactment.

To help you with the Building Control process and securing the necessary consents, you should be preparing for the next regulatory stage, which will be a Building Control submission.

Your building work will be inspected and a Certificate issued on satisfactory completion. You will need this when you come to sell the property.

Please click [here](#) for a helpful booklet which explains the requirement for this application and how the process works. Whilst the booklet should answer most questions you may have, please do not hesitate to contact Croydon Building Control for further advice, including technical matters. We can provide a seamless

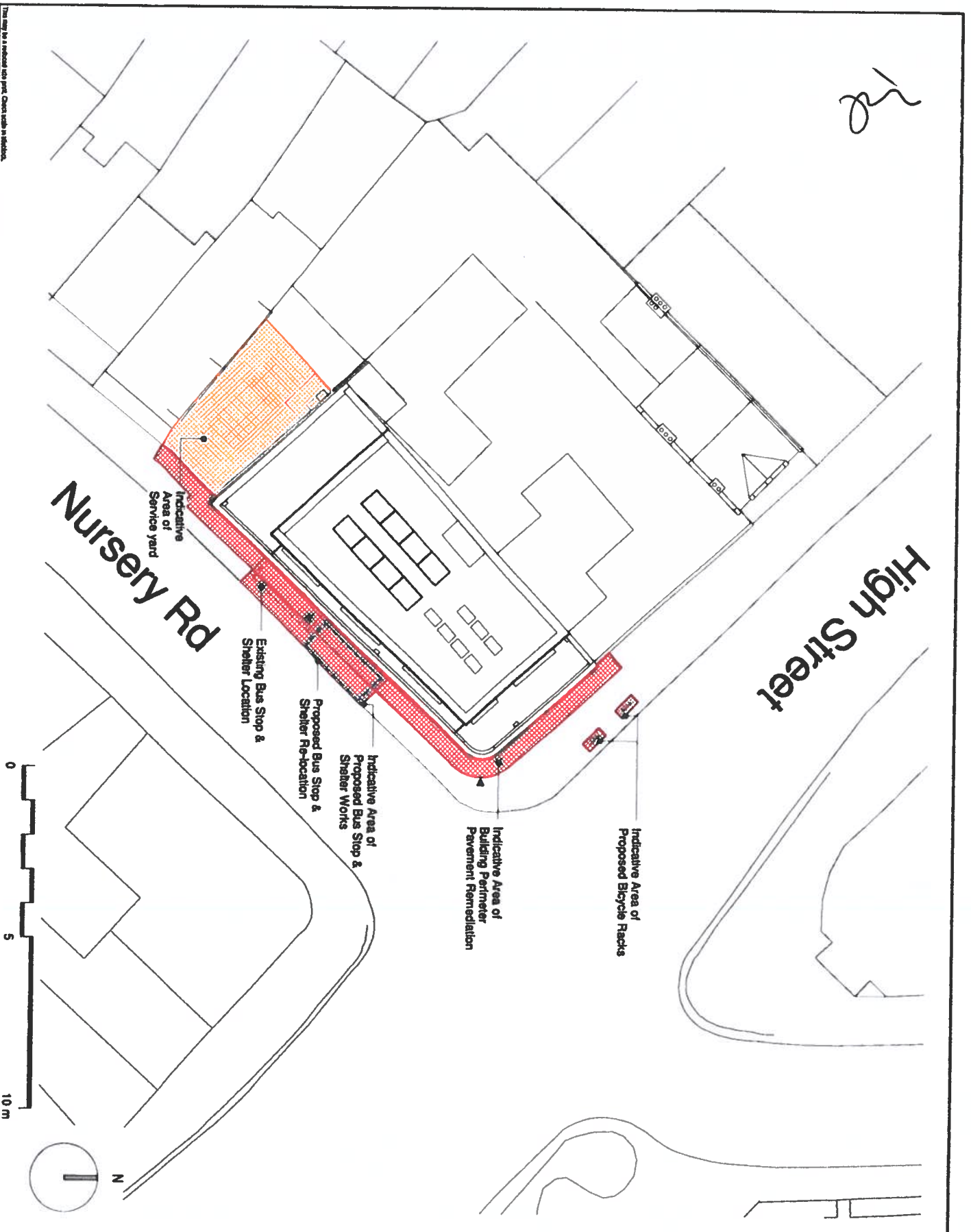
service with our planning colleagues to help you ensure that your building works proceed smoothly and comply with all necessary processes and consents.

Email: building.control@croydon.gov.uk Ring: 020 8760 5637 or visit the Croydon Building Control [website](#)

DRAFT DECISION NOTICE

**ANNEX 3 – PLAN 2: PLAN SHOWING FOR ILLUSTRATIVE PURPOSES THE
LOCATION OF THE 278 WORKS**

12



This may be a reduced size print. Check scale in metadata.

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- Indicative Area of Proposed Works
- Indicative Area of Service Yard
- Existing Bus Stop & Shelter Location
- Proposed Bus Stop & Shelter Location
- Development Entrance Points

REV	DATE	BY	REASON FOR REVISION

PLANNING

CLIENT
Bright City Projects
Badged, Wokingham, Surrey, GU8 7BZ

ECD Architects
CLIENT: 01252 525252

Unit C 65, Hazton Street
The Courtyard Building, 29 Queen Street
Wokingham, RG40 2JX
www.ecd.co.uk

PROJECT TITLE
Thornham House

DRAWING TITLE
Proposed Site Plan
Section: S270 Works

SCALE
As indicated

DRAWN
AS

CHECKED
JHO

DATE
18/10/23

GA

270031 - ECD - 20-22-08 - A-0504 - S4 [0/1]

**ANNEX 4 – PLAN 3: PLAN SHOWING FOR ILLUSTRATIVE PURPOSES THE
DEVELOPMENT LOCATED ON THE GROUND FLOOR LEVEL**

SHEET 05111

1. All drawings are submitted and shall remain the property of the Architect.
2. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
3. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
4. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
5. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
6. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
7. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
8. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
9. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.
10. The Client shall be responsible for obtaining all necessary permissions and consents from the relevant authorities.

REV	DATE	DESCRIPTION
01	15/03/22	Issue for Client
02	22/03/22	Issue for Client
03	29/03/22	Issue for Client
04	05/04/22	Issue for Client
05	12/04/22	Issue for Client
06	19/04/22	Issue for Client
07	26/04/22	Issue for Client
08	03/05/22	Issue for Client
09	10/05/22	Issue for Client
10	17/05/22	Issue for Client

CLIENT
Bright City Projects
Bezzed, Wotton, Surrey, SM5 7BZ

PROJECT TITLE
Thornon Heath

DRAWING TITLE
Proposed General Arrangements
Ground Floor Layout

SCALE
1:100 @ A3

DATE
25/07/22

CHECKED
GA

DRAWN
JHo

PROJECT TITLE
Thornon Heath

PROJECT NO.
210001-ECB-22-10-DR-1-05111

DATE
25/07/22

SCALE
1:100 @ A3

DATE
25/07/22

CHECKED
GA

DRAWN
JHo

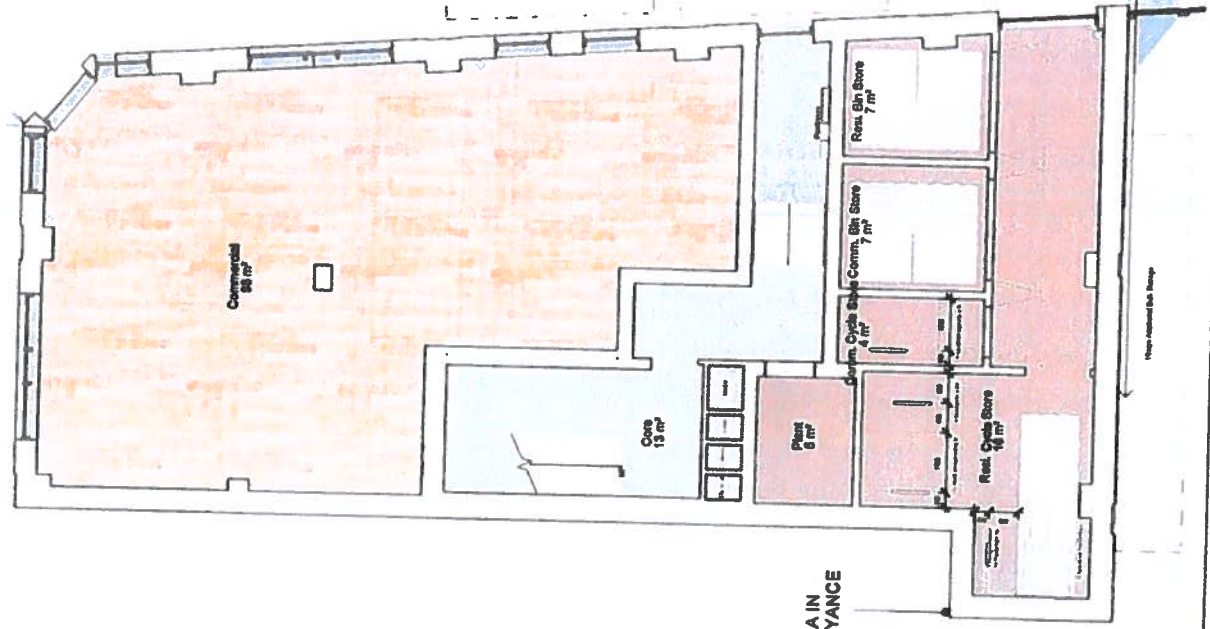
2x Proposed Sherfield Rack on High Street (Commercial & Residential Visitor Cycle Space)

Proposed Relocation of Bus Shelter & Stop Signage

Road Demarcation of Bus Stop to Remain

Existing Location of Bus Shelter & Bus Stop

2x High-Level Mounted Commercial Unit AC Units



AREA IN ABEYANCE

1 Proposed Level 00
1:100

The client has a reduced stop paid. Check scale in table.

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