

DATED 20th March 2025

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF LAMBETH**

and

**MICHAEL ALUN WILLIAMS**

Deed of agreement pursuant to Section 106 of the Town and Country Planning Act 1990  
and other powers in relation to land adjoining 34 Conyers Road, London, Lambeth, SW16  
6LT and on the west side of 36 Conyers Road, London SW16 6LT

Lambeth Legal Services  
London Borough of Lambeth  
Lambeth Town Hall  
London SW2 1RW  
Telephone number 020 7926 1957  
LS/VF/PF/85565  
planning application number 23/00820/FUL

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**THIS DEED** is made the 20<sup>th</sup> day of March 2024

**BETWEEN:-**

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London SW2 1RW of the first part (hereinafter referred to as the "**Council**"); and
  2. **MICHAEL ALUN WILLIAMS** of 51 Sandringham Road, Bromley BR1 5AR of the second part (hereinafter referred to as the "**Owner**")
- jointly referred to as 'the Parties'.

**RECITALS:-**

- A. The Owner wishes to carry out the Development pursuant to the Planning Permission upon the Site.
- B. The Owner is the freehold owner of the Site registered with freehold title absolute under Title Numbers TGL592818 and TGL553731 at HM Land Registry.
- C. The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and covenants and Undertakings under the Acts.
- D. The Council is the local planning authority by whom the planning obligations and the covenants in this Deed are enforceable.
- E. The Parties to this Deed are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.
- F. Having regard to the provisions of the London Plan, the Lambeth Local Plan and the planning considerations affecting the Site, the Council considers that the Development ought only to be permitted subject to the terms hereof and resolved to grant the Planning Permission by the exercise of delegated powers on 19 July 2023.

**NOW THIS DEED WITNESSETH**

**1. Definitions and interpretation**

1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings: -

"1990 Act"	means the Town and Country Planning Act 1990 and any statutory amendment, variation, substitution or re-enactment thereof
"Acts"	means 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 in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the Parties hereto shall be empowered to enter into this Deed
"Application"	means the application for planning permission for the Development received by the Council that has been allocated reference number 23/00820/FUL
"Car Club"	means a scheme which gives members access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis
"Car Club Membership"	means membership of a Car Club for a minimum period of 3 (three) years
"Car Club Operator"	means an operator of a Car Club approved in writing by the Council and selected by the Owner and which has a Car Club operating within proximity to the Site
"Council"	means the party of the first part hereto which shall include successors and assigns of its functions from time to time
"CPZ"	means a controlled parking zone being a parking scheme established and operated by a local authority under the Road Traffic Regulation Act 1984 in which on street parking in a respective area designated as a controlled parking zone is restricted to vehicles with parking permits issued by the London Borough of Lambeth
"Cycle Hire Membership"	means membership of the Cycle Hire Scheme for a minimum period of 3 (three) years
"Cycle Hire Scheme"	means the self-service bicycle sharing scheme operated by Transport for London (or any successor or replacement scheme thereto)



"Development"	means erection of 2x 2-bed detached houses to rear of 34 and 36 Conyers Road London SW16 6LT
"Disabled Person's Badge"	means a badge in prescribed form issued by local authorities pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 for motor vehicles driven by or used for the carriage of disabled persons;
"Head of Planning"	means the Council's Director of Planning, Transport and Sustainability or any other officer properly exercising the authority of that person for the time being
"Implementation"	means implementation of the Planning Permission by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act and "Implement", "Implemented" and other cognate expressions shall be construed accordingly
"Monitoring Fee"	means the payment by the Owner to the Council of £500 (five hundred pounds) to cover the costs of monitoring and implementing this Deed
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy", "Occupying" and "Occupier" and other cognate expressions shall be construed accordingly
"Owner"	means the party of the second part which shall include its successors and assigns from time to time
"Planning Permission"	means the planning permission granted pursuant to the Application in the form of the draft attached to this Deed at Schedule 1
"Practical Completion"	means practical completion as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owner and the "Date of Practical Completion" shall mean the date of practical completion given in such certificate';
"Residential Unit"	means a unit of residential accommodation provided by the Development
"Resident's Parking Bay"	means a parking place designated by the London Borough of Lambeth by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

"RICS"	means the Royal Institution of Chartered Surveyors
"Site"	means all the land shown edged red on the plans attached to this Deed at Schedule 2 as against which this Deed may be enforced
"Undertaking"	means an undertaking pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and "Undertakes" shall be construed accordingly
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday in England

## **2. Construction of this Deed**

- 2.1. Any covenant by the Owner or the Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.2. Any reference to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.3. Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any Party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed (save where the contrary intention is indicated).
- 2.4. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.5. Where reference is made to a Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, paragraph, recital or schedule of (or in the case of plan attached to) this Deed.
- 2.6. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

- 2.7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

**3. Planning obligations and covenants**

- 3.1. The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and covenants and Undertakings under the Acts.
- 3.2. The planning obligations in this Deed are entered into by the Owner on the basis that, subject to Clauses 3.3 and 3.4, they shall be enforceable by the Council against the Owner and also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an originating covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person PROVIDED THAT for the avoidance of doubt and only to the extent (if any) that the obligations in Schedule 4 are not enforceable under the 1990 Act, the covenants in Schedule 4 are Undertakings.
- 3.3. No person shall be liable for any breach of any of the planning obligations or other provision of this Deed after it shall have parted with its entire interest in the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4. The obligations in this Deed shall not be enforceable against owner-occupiers or tenants of individual Residential Units constructed pursuant to the Planning Permission nor against those deriving title from them including their mortgagee or chargee EXCEPT FOR the restrictions on parking permits set out in Schedule 4.

**4. Conditionality**

- 4.1. Subject to Clause 4.2 below this Deed shall come into effect upon Implementation.
- 4.2. Clauses 1, 2, 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, will come into effect on delivery hereof.

**5. No encumbrance**

- 5.1 The Owner HEREBY COVENANTS with the Council that it will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of the planning obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this Clause will not prevent any disposal or dealing by grant of lease or otherwise with the Owner's interest in any part of the Site.

**6. General provisions**

- 6.1. IT IS HEREBY AGREED AND DECLARED that:

- 6.1.1. the Council shall arrange to register this Deed as a local land charge for the purposes of the Local Land Charges Act 1975; and
- 6.1.2. nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.

**7. Covenants by the Owner**

- 7.1 The Owner will observe and perform the covenants contained in Schedules 3 to 6 as planning obligations for the purposes of Section 106 of the 1990 Act and as covenants and Undertakings made under the Acts.

**8. No waiver**

- 8.1. No waiver (whether express or implied) by the Council of any breach or default by the Owner 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 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.

**9. Severability**

- 9.1. 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 of a change of circumstances or any other unforeseen reasons or if any 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 herein.

**10. Verification and enforcement**

- 10.1. The Owner shall permit the Council and its authorised employees and agents upon reasonable notice which shall be a minimum of 48 hours to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 10.2. Without prejudice to the terms of any other provision herein the Owner shall pay the reasonable and proper legal and surveyor's fees and disbursements properly incurred by the Council for the purpose of or incidental to the successful enforcement of any right or power of the Council or of any obligation of the Owner arising hereunder.
- 10.3. Before the Council exercises its powers under Clause 11.2 hereof it shall give not less than twenty-one (21) Working Days' written notice of its intention to do so to the Owner together with written details of any alleged breach of the terms of this Deed and shall afford the Owner the opportunity in that time to remedy any alleged breach.

**11. Resolution of disputes**

- 11.1. In the event of any dispute between the Parties either party may invite the other party to resolve the dispute by mediation in such manner as the Parties may agree.
- 11.2. In the event of a dispute between the Parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the Parties agree that the matter in dispute will on the application of either of them be referred to a Surveyor acting as an expert (hereinafter referred to as the "Expert") (being a member of the Planning Division of the RICS) with not less than ten years recent experience in the field of town

and country planning and development whose identity will be agreed between the Parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of any party and it is further agreed that:

- 11.2.1. the determination of the Expert will be final and binding on the relevant parties save in the case of manifest error;
  - 11.2.2. the participating parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct; and
  - 11.2.3. the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Expert's costs.
- 11.3. For the avoidance of doubt, the provisions of Clauses 12.1 and 12.2 shall not affect the ability of the Council to enforce the terms of this Deed by such means as it may opt to pursue including the seeking of declaratory relief or a mandatory order.

**12. Owner's actions on completion**

- 12.1. The Owner will prior to completion of this Deed:
- 12.1.1. pay the Council's reasonable legal costs incurred in connection with the preparation and completion of this Deed being the sum of £1,500; and
  - 12.1.2. pay to the Council the Monitoring Fee.

**13. The Council's covenants**

- 13.1. The Council hereby covenants with the Owner that the Monitoring Fee shall not be spent otherwise than upon the Council's costs of monitoring and implementing this Deed in order to ensure that any obligations herein are duly performed and observed.

**14. Service of notices**

- 14.1. All notices, requests and demands or other written communications to or upon the respective Parties hereto pursuant to this Deed shall be deemed to have been properly

given or made if dispatched by email or first class letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

14.1.1. if to the Council (Head of Planning):

FAO: Catherine Neal

CNeal@lambeth.gov.uk and s106@lambeth.gov.uk

Head of Service for the CIL/106 London Borough of Lambeth

Planning Division

PO Box 80771, London SW2 9QQ; and

14.1.2. if to the Owner:

FAO: Michael Alun Williams



**15. Future permissions**

15.1. Nothing in this agreement prohibits or limits the right of the Owner or their successors in title to develop any part of the Site in accordance with any future planning permission granted after the date of this Agreement, provided that:

15.1.1 Any permission granted pursuant to Section 73 of the Town and Country Planning Act 1990 which varies or modifies the Planning Permission (23/00820/FUL) shall remain subject to the obligations set out in this Agreement, unless otherwise agreed in writing by the Council

**16. Third parties**

16.1. Without prejudice to the definitions of "the Council" and "Owner" given in Clause 1.1 hereof it is not intended that this Deed should give rights hereunder to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

**17. Jurisdiction**

17.1. The construction, validity and performance of this Deed shall be governed by English

law without reference to any other country's system of laws and the Parties agree irrevocably to submit to the exclusive jurisdiction of the English courts.



**SCHEDULE 1**

**The Planning Permission**

The draft planning permission attached hereto

Your Ref:  
Our Ref: 23/00820/FUL



**Mr MICHAEL ALUN WILLIAMS**  
c/o Russell Associates Architects  
Unit 4, Hopyard Studios  
13 Lovibond Lane  
Greenwich  
London  
SE10 9FY

19th July 2023

## DRAFT DECISION NOTICE

Dear Mr MICHAEL ALUN WILLIAMS

### TOWN AND COUNTRY PLANNING ACT 1990.

#### PERMISSION FOR DEVELOPMENT

The London Borough of Lambeth hereby permits under the above mentioned Acts and associated orders the development referred to in the schedule set out below **subject to any conditions imposed** therein and in accordance with the plans submitted, save in so far as may otherwise be required by the said conditions.

In accordance with the statutory provisions your attention is drawn to the statement of Applicant's Rights and General Information attached.

**Application Number:** 23/00820/FUL    **Date of Application:** 14.03.2023    **Date of Decision:** 19.07.2023

**Proposed Development At:** 34 Conyers Road London Lambeth SW16 6LT

**For:** Erection of 2x 2-bed detached houses to rear of 34 and 36 Conyers Road.

#### Approved Plans

Location Plan; 1356/02; 1356/20G; 1356/21A; 1356/31; Site Photos (1 and 2); Supporting Statement; Covering Letter; Facing Materials; Flood Zone Details; Construction Management Plan; Cycle and Bin Storage Details; Velfac Windows and Doors; Tree Protection; Acoustic Secondary Glazing System; Boundary Treatments.

1     The development to which this permission relates must be begun not later than the expiration of three years beginning from the date of this decision notice.

Reason: To comply with the provisions of Section 91(1)(a) of the Town and Country Planning Act 1990 and Section 51 of the Planning and Compulsory Purchase Act 2004.

**Lambeth Planning**  
PO Box 734  
Winchester  
SO23 5DG

Telephone 020 7926 1180  
Facsimile 020 7926 1171  
[www.lambeth.gov.uk](http://www.lambeth.gov.uk)  
[planning@lambeth.gov.uk](mailto:planning@lambeth.gov.uk)

8 The approved development shall meet 'Secured by Design Standards', consistent with s17 of the Crime and Disorder Act 2005.

Reason: To ensure the safety and security of future occupiers and adjoining properties and prevent crime and disorder occurring within and in the immediate vicinity of the site, in the interest of community safety in accordance with Policy Q3 the Lambeth Local Plan (2021).

9 No demolition works or development shall take place until a specification of all proposed soft landscaping and tree planting has been submitted to and approved in writing by the local planning authority. The specification shall include details of the quantity, size, species, position and the proposed time of planting of all trees and shrubs to be planted, together with an indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection. In addition all shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape shall be similarly specified. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989, BS4428:1989, BS8545:2014 and current Arboricultural best practice.

Reason: In order to introduce high quality soft landscaping in and around the site in the interests of the ecological value of the site, to ensure a satisfactory landscaping of the site in the interests of visual amenity, and to ensure acceptable levels of privacy is provided to the occupiers of the new development and the occupiers of the surrounding properties (Policies Q2 and Q9 of the Lambeth Local Plan (2021).

10 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the development hereby permitted or the substantial completion of the development, whichever is the sooner. Any trees, hedgerows or shrubs forming part of the approved landscaping scheme which within a period of five years from the occupation or substantial completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure a satisfactory and appropriate landscape scheme relative to the development in order to comply with Policy Q9 of the Lambeth Local Plan (2021).

11 Prior to the commencement of the development hereby approved, details of all tree protection monitoring and site supervision (where arboricultural expertise is required) shall be submitted to and approved in writing by the local planning authority. This condition shall not be discharged until it has been demonstrated that the protection measures have been installed in compliance with the arboriculturist's recommendations and signed off by them. The development shall thereafter be implemented in strict accordance with the approved details.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Policies Q2 and Q10 of the Lambeth Local Plan (2021).

12 No trees on the site, other than those identified in 1356/02 and 1356/21A shall be felled, lopped, pruned, uprooted or damaged without prior written agreement of the Local Planning Authority.

Reason: In order to ensure the retention of established trees on the site in the interests of the ecological value and visual amenity (Policy Q10 of the Lambeth Local Plan (2021).

13 Prior to occupation of the development hereby permitted, a lighting scheme shall be submitted to and approved in writing by the local planning authority in accordance with the Institute of Lighting Professional's Guidance notes for the reduction of obstructive light. The scheme must be designed by a suitably qualified person in accordance with the recommendations for environmental zone E3 in the ILP document "Guidance Notes for the Reduction of Obtrusive Light GN01:2011.

Before commencement of operation of the approved lighting scheme the applicant shall appoint a suitably qualified member of the institute of lighting professionals (ILP) to validate that the lighting scheme as installed conforms to the recommendations for environmental zone E3 in the ILP document "Guidance Notes for the Reduction of Obtrusive Light GN01:2011.

The lighting scheme shall be installed in accordance with the approved details.

Reason: To ensure minimal nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers and of the area generally



4. You are advised of the necessity to consult the Transport and Highways team within the Transport Division of the Directorate of Environmental Services, with regard to any alterations affecting the public footway. It is current Council policy for the Council's contractor to construct new vehicular accesses and to reinstate the footway across redundant accesses. The developer is to contact the Council's Highways team on 020 7926 9000, prior to the commencement of construction, to arrange for any such work to be done. If the developer wishes to undertake this work the Council will require a deposit and the developer will need to cover all the Council's costs (including supervision of the works). If the works are of a significant nature, a Section 278 Agreement (Highways Act 1980) will be required and the works must be carried out to the Council's specification.

5. Street Naming & Numbering:

As soon as building work starts on the approved development, you must contact the Street Naming and Numbering Officer if you need to do any of the following:

- name a new street
- name a new or existing building
- apply new street numbers to a new or existing building
- apply new numbers to internal flats or units

This will ensure that any changes are agreed with Lambeth Council before use, in accordance with the London Buildings Acts (Amendment) Act 1939 and the Local Government Act 1985. Contact details for the Street Naming and Numbering Officer are listed below:

email: [StreetNN@lambeth.gov.uk](mailto:StreetNN@lambeth.gov.uk)

telephone: 020 7926 2283

6. You are advised of the necessity to consult the Council's Highways team prior to the commencement of construction on 020 7926 9000 in order to obtain necessary approvals and licences prior to undertaking any works within the Public Highway including Scaffolding, Temporary/Permanent Crossovers, Oversailing/Undersailing of the Highway, Drainage/Sewer Connections, Hoarding, Excavations (including adjacent to the highway such as basements, etc), Temporary Full/Part Road Closures, Craneage Licences etc.

7. A new tree should be re provided and the landscaping scheme should include an acceptable mix of soft landscaping and trees which encourages and maintains biodiversity.

8. A sprinkler system will need to be installed throughout the proposed new houses if the distance from the main road pavement in front of Nos.34 and 36 to the furthest point in the new houses exceeds 45m.

9. Network Rail is the statutory undertaker for maintaining and operating railway infrastructure of England, Scotland and Wales. As statutory undertaker, NR is under license from the Department for Transport (DfT) and Transport Scotland (TS) and regulated by the Office of Rail and Road (ORR) to maintain and enhance the operational railway and its assets, ensuring the provision of a safe operational railway.

Due to the close proximity of the proposed development to Network Rail's land and the operational railway, Network Rail requests the applicant / developer engages Network Rail's Asset Protection and Optimisation (ASPRO) team prior to works commencing. This will allow our ASPRO team to review the details of the proposal to ensure that the works can be completed without any risk to the operational railway.

The applicant / developer may be required to enter into an Asset Protection Agreement to get the required resource and expertise on-board to enable approval of detailed works.

To start the process with the Asset Protection team, the applicant / developer should use the Asset Protection Customer Experience (ACE) system found on Network Rail's Asset Protection website (<https://www.networkrail.co.uk/running-the-railway/looking-after-the-railway/asset-protection-and-optimisation/>). This website also provides more information about our Asset Protection team and the services they offer.

Where applicable, the applicant must also follow the attached Asset Protection informatives. The informatives are issued to all development within close proximity to the railway (compliance with the informatives does not remove the need to engage with our ASPRO team).

## **INFORMATION FOR APPLICANTS GRANTED PLANNING PERMISSION SUBJECT TO CONDITIONS, OR WHERE PERMISSION HAS BEEN REFUSED.**

### **General Information**

This permission is subject to due compliance with any local Acts, regulations, building by-laws and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the provisions of the Building Regulations 1985 and related legislation which must be complied with to the satisfaction of the Council's Building Control Officer, PO Box 734, Winchester SO23 5DG.

The Council's permission does not modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting the land or the rights of any person entitled to the benefits thereof.

### **STATEMENT OF APPLICANT'S RIGHTS ARISING FROM THE REFUSAL OF PLANNING PERMISSION OR FROM THE GRANT OF PERMISSION SUBJECT TO CONDITIONS.**

### **Appeals to the Secretary of State**

If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development or to grant permission or approval subject to conditions, he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990 within six months from the date of this notice. Appeals must be made on a form which is obtainable from The Planning Inspectorate, Room 3/13 Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. Alternatively an Appeal form can be downloaded from their website at <https://www.gov.uk/appeal-planning-decision>. The Secretary of State has power to allow longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.

### **Purchase Notice**

If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the London Borough of Lambeth a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990.

### **Compensation**

In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State for the Environment on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 120 and related provision of the Town and Country Planning Act 1990.

**SCHEDULE 2**

**Plan**



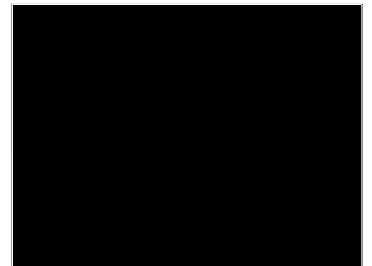
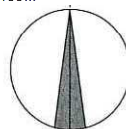


Signed by:

DCC0ACD966F0469...

0m 20m 40m 60m 80m 100m

Scale 1:1250



**RUSSELL ASSOCIATES**  
ARCHITECTS

ARCHITECTURE : INTERIOR : PLANNING

86 BLACKHEATH ROAD, GREENWICH LONDON SE10 8DA  
Tel : 0208 3200990 Email : info@russellassociates.co.uk

Dwg. No:

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Checked BY :

**LOCATION PLAN**

34 CONYER'S ROAD  
STREATHAM  
LONDON SW16 6LT

### **SCHEDULE 3**

#### **Notices**

1. The Owner will give the Council no less than 14 days prior written notice of each of the following dates:
  - 1.1. Implementation;
  - 1.2. Practical Completion of the Development;
  - 1.3. First Occupation of the Development.
2. The Owner shall not Implement or permit Implementation until the relevant notice referred to in paragraph 1.1 has been duly given.
3. The Owner shall not Occupy or permit Occupation until the relevant notices referred to in paragraphs 1.2 and 1.3 have been duly given.



#### **SCHEDULE 4**

##### **Restrictions on Parking Permits**

##### **Residential Parking Permits**

1. The Owner covenants with the Council as follows:
  - 1.1. To ensure that prior to Occupying any Residential Unit each new Occupier thereof is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a Disabled Person's Badge ) to:
    - 1.1.1. be granted a resident's parking permit to park a vehicle in a Resident's Parking Bay in the CPZ where the Site is located; or
    - 1.1.2. buy a contractual permit to park within any car park owned, controlled or licensed by the Council in the CPZ where the Site is located.
  - 1.2. Not to Occupy or use (or permit the Occupation or use of) any Residential Unit at any time during which the Occupier thereof holds a resident's parking permit to park a vehicle in a Resident's Parking Bay in the CPZ where the Site is located or a contractual permit to park a vehicle in any car park owned, controlled or licensed by the Council in the CPZ where the Site is located (unless the Occupier is the holder of a Disabled Person's Badge).
  - 1.3. In disposing of or letting any Residential Unit to procure that:
    - 1.3.1. all prospective purchasers, lessees or tenants of any Residential Unit are informed of the restrictions relating to car parking permits under this Deed; and
    - 1.3.2. covenants dealing with the matters referred to in paragraph 1 of this Schedule are included in all transfers, tenancies and leases of any such Residential Unit.
  - 1.4. To provide to the Head of Planning written notification of any internal numbering or naming given to any Residential Unit and the street address thereof, as soon as the same is allocated.
2. The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in paragraph 1 in this Schedule shall continue to have effect for the lifetime of the Development.

## **SCHEDULE 5**

### **Car Club Membership**

1. Prior to Occupation the Owner shall:
  - 1.1. enter into a contract with a Car Club Operator to provide the Car Club Membership; and
  - 1.2. supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator as required by paragraph 1.1 of this Schedule.
2. There shall be no Occupation unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator has been supplied to the Council as required by paragraph 1 of this Schedule.
3. The Owner shall make available one free Car Club Membership per household for each Residential Unit, the period of such membership to commence in relation to each Residential Unit upon first Occupation thereof by a household member who is eligible for the membership in question and (where required under the rules of the applicable Car Club) makes an application for membership PROVIDED THAT prior to the expiration of the period of Car Club Membership in relation to a Residential Unit a household in Occupation thereof may request one or more additional free Car Club Memberships and if so requested such additional free membership(s) shall be made available by the Owner for the duration of the unexpired portion of the period of Car Club Membership for that Residential Unit unless the Council agrees in writing with the Owner that the provision of a particular number of additional memberships is not feasible or is otherwise not reasonable. For the avoidance of doubt 'free' in this paragraph means that no cost is incurred by the vehicle user in respect of membership of the applicable Car Club but does not extend to meeting any other charges as may be incurred by the vehicle user including in respect of hourly or daily usage.
4. Within 10 (ten) Working Days of first Occupation of the first Residential Unit the Owner shall submit evidence to the Council that the first Occupier of relevant Residential Unit has been notified of the Car Club Membership arrangements.
5. The Owner shall:
  - 5.1. ensure that all materials published by the Owner or its agents for the purpose of selling or letting a Residential Unit notifies all Occupiers or prospective Occupiers of the Car Club Membership arrangements; and
  - 5.2. ensure that estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Car Club Membership arrangements to the attention of all Occupiers or prospective Occupiers.

- 5.3. retain evidence of compliance with the notification and marketing requirements in paragraphs 5.1 and 5.2 of this Schedule 5 and provide such evidence to the Council within 20 Working Days of request by the Council.
6. The Owner shall not Occupy or permit Occupation of any Residential Unit other than in accordance with paragraphs 2, 3, 4 and 5 of this Schedule and in the event of non-compliance with this paragraph 6 the Owner shall forthwith take any steps properly required by the Council to remedy such non-compliance.
7. In the event that a contract with a Car Club Operator is entered into pursuant to paragraph 1 of this Schedule but the relevant Car Club Operator subsequently ceases to operate the Owner shall use reasonable endeavours to secure an alternative Car Club Operator to provide the Car Club Membership for the balance of the originally contracted term and paragraphs 2 to 6 inclusive of this Schedule shall apply to the appointment of such alternative Car Club Operator *mutatis mutandis* PROVIDED THAT this paragraph 7 shall cease to apply and have no effect where there is six months or less left to run of any three year period within which Occupiers are entitled to Car Club Membership.

## **SCHEDULE 6**

### **Cycle Hire Membership**

1. Prior to Occupation the Owner shall:
  - 1.1 enter into a contract with a Cycle Hire Scheme operator to provide the Cycle Hire Membership; and
  - 1.2 supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the Cycle Hire Scheme operator as required by paragraph 1.1 of this Schedule.
2. There shall be no Occupation unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the Cycle Hire Scheme operator has been supplied to the Council as required by paragraph 1 of this Schedule.
3. The Owner shall make available one free Cycle Hire Membership per household for each Residential Unit, the period of such membership to commence in relation to each Residential Unit upon first Occupation thereof PROVIDED THAT prior to the expiration of the period of Cycle Hire Membership in relation to a Residential Unit a household in Occupation thereof may request one or more additional free memberships of the Cycle Hire Scheme and if so requested such additional free membership(s) shall be made available by the Owner for the duration of the unexpired portion of the period of Cycle Hire Membership for that Residential Unit unless the Council agrees in writing with the Owner that the provision of a particular number of additional memberships is not feasible or is otherwise not reasonable. For the avoidance of doubt 'free' in this paragraph means that no cost is incurred by the cycle user in respect of membership of the Cycle Hire Scheme but does not extend to meeting any other charges as may be incurred by the cycle user including in respect of hourly or daily usage.
4. Within 10 (ten) Working Days of first Occupation of the first Residential Unit the Owner shall submit evidence to the Council that the first Occupier of relevant Residential Unit has been notified of the Cycle Hire Membership arrangements.
5. The Owner shall :
  - 5.1. ensure that all materials published by the Owner or its agents for the purpose of selling or letting a Residential Unit notifies all Occupiers or prospective Occupiers of the Cycle Hire Membership arrangements; and
  - 5.2. ensure that estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Cycle Hire Membership arrangements to the attention of all Occupiers or prospective Occupiers.

- 5.3. retain evidence of compliance with the notification and marketing requirements in paragraphs 5.1 and 5.2 of this Schedule 6 and provide such evidence to the Council within 20 Working Days of request by the Council.
6. The Owner shall not Occupy or permit Occupation of any Residential Unit other than in accordance with paragraphs 2, 3, 4 and 5 of this Schedule and in the event of non-compliance with this paragraph 6 the Owner shall forthwith take any steps properly required by the Council to remedy such non-compliance.

