

DATE: 16 DECEMBER 2021

(1) MEDWAY COUNCIL

and

(2) THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING  
AND COMMUNITIES

and

(3) HERITAGE DESIGN AND DEVELOPMENT TEAM LTD

and

(4) CC TRADING LIMITED

and

(5) TUDOR HALL INVESTMENT LIMITED

and

(6) MEGAHART DEVELOPMENTS LIMITED

Town and Country Planning Act 1990  
Section 106 Agreement

Land at Manor Farm, Frindsbury Hill, Frindsbury Kent

Bhupinder Gill  
Assistant Director Legal and Governance  
Medway Council  
Gun Wharf  
Dock Road  
Chatham  
ME4 4TR

Ref: MPL015691  
MC/21/0302

THIS DEED is made the 16 day of DECEMBER 2021

## 1 PARTIES

- 1.1 **MEDWAY COUNCIL** ("the Council") whose address is Gun Wharf Dock Road Chatham ME4 4TR
- 1.2 **THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES** (the "Secretary of State") of 4<sup>th</sup> Floor, Fry Building, 2 Marsham Street, London SW1P 2DF
- 1.3 **HERITAGE DESIGN AND DEVELOPMENT TEAM LTD** ("The Owner") (Company Number 06677487) whose registered office is at 40-42 High Street, Newington, Sittingbourne, Kent, ME9 7JL
- 1.4 **CC TRADING LIMITED** ("First Mortgagee") (Company Registration Number 2080054) of Church Commissioners for England Church House, Great Smith Street, London SW1P 3AZ
- 1.5 **TUDOR HALL INVESTMENT LIMITED** ("Second Mortgagee") (Company Registration Number 04353913) whose registered office is at Moorgate House, 7B Station Road West, Oxted, Surrey RH8 9EE
- 1.6 **MEGAHART DEVELOPMENTS LIMITED** ("Third Mortgagee") (Company Registration Number 09246890) whose registered office is at The Old Rectory, Old Church Road, Melton, Woodbridge IP13 6DH

together ("the Parties")

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and phrases shall have the following meanings:

"Affordable Housing"	means Housing Units including Affordable Rented Housing and Shared Ownership Accommodation which are provided to meet the needs of eligible households whose needs are not met by the market as defined by Annex 2 of the 2021 National Planning Policy Framework.
"Affordable Housing Land"	means those parts of the Site as identified on the Approved Affordable Housing Plan on which the Affordable Housing Units, associated garden areas and parking spaces, are to be provided
"Affordable Housing Plan"	means an outline plan and scheme relating to the provision of the Affordable Housing Units within the Development,

prepared on the assumption that the Permission is fully implemented. The plan will include:

- (i) The number of Affordable Housing Units that are expected to be provided within the Development (being not less than 25% of the total number of Housing Units or if such percentage does not result in a whole number of Affordable Housing Units then the number shall be rounded up to the nearest whole number)
- (ii) The expected location of the Affordable Housing Units within the Site
- (iii) The expected size (number of bedrooms) of each Affordable Housing Unit
- (iv) Indicative floor plans and a schedule of floor areas for the Affordable Housing Units
- (v) The expected location of those Affordable Housing Units which are to be built to be Wheelchair Accessible Housing
- (vi) The number of car parking spaces gardens and balconies available for the Affordable Housing Units

"Affordable Housing Price"

means the sum payable to the Owner by the Registered Provider for the Affordable Housing Land which sum shall be calculated as follows:

- a) The transfer or lease of the Affordable Housing Land at nil cost; or
- b) The Owner having at its own cost:
  - i. remediated the Affordable Housing Land in accordance with all necessary consents and statutory requirements so that the land is suitable for its intended use
  - ii. cleared and levelled the Affordable Housing Land
  - iii. provided the Affordable Housing Land with all necessary service media for gas telecommunications water foul and surface water drainage highways and electricity to render the said land for use (once developed) for residential purposes and without requiring

	<ul style="list-style-type: none"> <li>plant or equipment to provide services; or</li> <li>c) the Registered Provider paying for the construction and all associated costs of any Affordable Housing Units which are constructed on the Affordable Housing Land; or</li> <li>d) any other reasonable sum as agreed by the Owner and the Registered Provider</li> </ul>
"Affordable Housing Units"	means a minimum of 25% of the Housing Units to be constructed on the Affordable Housing Land as Affordable Housing which shall be more particularly detailed in the Approved Affordable Housing Plan (and if this does not result in a whole number then the number shall be rounded up)
"Affordable Rented Housing"	means rented housing provided by the Registered Provider to households who are eligible for Affordable Housing which shall be subject to rent control of no more than 80% of the Market Rent (including a reasonable non-prohibitive level of service charge)
"Approved Affordable Housing Plan"	means the Affordable Housing Plan for the Development approved pursuant to paragraph 1 of the Second Schedule subject to any amendments which may subsequently be approved by the Council subject to paragraph 3 of the Second Schedule
"Barn Conversion & Extension Works"	means the works for the part conversion and extension of the Grade 1 listed Manor Farm Barn in order to facilitate the change of use to a wedding venue and conference facility, including the conversion and extension of the former cattle byres to provide overnight accommodation, and with vehicular and pedestrian access from Berwick Way, car parking, landscaping and other associated works as set out in the Planning Application
"Council's Costs"	means the sum of £1,500 (with no VAT) being payable being the agreed contribution to the Council's proper and reasonable costs in the preparation execution and registration of this Deed

"Commencement Date"	means the date on which the Commencement of Development occurs
"Commencement of Development"	means commencement of the Development on the Site by the carrying out of a material operation within the meaning of s.56(4) of the Planning Act but for the purpose of this definition the carrying out of any works of demolition, works of site clearance, ground investigation and site survey works, construction of boundary fencing or hoardings, construction of temporary accesses and/or highway works, archaeological investigation, site decontamination or remediation works landscaping works, laying of sewers and other services creation of site compounds and noise attenuation works shall not be deemed to be the carrying out of a material operation
"Contributions"	means the financial contributions set out in the First Schedule
"Development"	means the development of the Site by the construction of a new three-storey secondary school with sixth form and sports block with vehicular and pedestrian access from Frindsbury Hill, together with associated car parking and drop off area, multi-use games area, sports pitches, landscaping and other associated works. The part conversion and extension of Grade I Listed Manor Farm Barn and change of use to a wedding venue and conference facility, including conversion and extension of former cattle byres to provide overnight accommodation, construction of single storey detached building for management facilities and construction of a new building to provide additional tourist accommodation with vehicular and pedestrian access from Berwick Way, car parking, landscaping and other associated works. The construction of up to 181 residential dwellings, together with Parsonage Lane access, parking, landscaping and associated

	works in accordance with the Hybrid Permission
"Disputes Resolution Procedure"	means the procedure referred to in clause 7.9 and set out in the Sixth Schedule hereto
"Draft Conditions"	means the draft conditions set out in the draft decision notice contained in the Seventh Schedule to this Deed
"Expert"	means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications
"Extension Function Room"	means the extension to the barn hatched purple on Plan 2.
"Final Phase of the Barn Conversion & Extension Works"	means the final phase of works to renovate and extend the listed Manor Farm Barn and cattle byres within the area shown cross hatched on Plan 2 and as set out in Schedule 4
"First Phase of the Barn Conversion & Extension Works"	means the works to renovate and extend the listed Manor Farm Barn and associated cattle byres within the area as shown hatched blue on Plan 2 and as set out in Schedule 3
"Housing Site"	means the area edged yellow on the Plan 1 which will contain the residential development
"Housing Unit"	means a residential dwelling (including any flat) erected on the Site pursuant to the Hybrid Permission and shall include an Affordable Housing Unit
"HRA 2008"	means the Housing and Regeneration Act 2008
"Indexation"	means the increase of any sum in accordance with the formula set out in clause 7.11
"Inflation Index"	means the "all items" index figure of the Index of Retail Prices published by the

	Office for National Statistics or such other index as the Council may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered
"Monitoring Officer Costs"	means the sum of £4,050 being the agreed contribution to the Council's proper and reasonable costs in monitoring compliance with the obligations and requirements contained in this Deed to be paid in accordance with clause 6.1.5
"Nominations Agreement"	means the agreement between the Council and the Registered Provider by which the occupation of the Affordable Housing Units is approved by the Council which shall be in a form approved by the Council such approval not to be unreasonably withheld or delayed
"Notice"	means a notice in the form which is attached to this Deed at Annex 1
"Occupation"	means physical occupation for the intended beneficial purpose but does not include occupation for the purposes of construction fitting-out decoration landscaping marketing sales security or management of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or a long leasehold interest to a third party Occupation commences on the date of legal completion of the sale rather than exchange of contracts
"Hybrid Permission"	means the part outline and part full planning permission granted by the Council pursuant to the Planning Application a draft of which is contained in Schedule 7.
"Plan 1"	means the plan numbered 1 annexed to this Deed (Site Plan)
"Plan 2"	means the plan numbered 2 annexed to this Deed (Barn Works)
"Planning Act"	means the Town and Country Planning Act 1990 as amended

"Planning Application"	means the application for hybrid planning permission to carry out the Development on the Site and given reference MC/21/0302
"Private Housing Units"	means the Housing Units forming part of the Development but excluding the Affordable Housing Units
"Registered Provider"	means any body or company accredited by the Homes England; or any person or body or entity which is registered as a provider of social housing in accordance with section 80(2) and chapter 3 of the HRA 2008
"Section 73 Consent"	means a planning permission issued pursuant to an application to vary the Hybrid Permission made under section 73 of the Planning Act
"Secretary of State"	means the Secretary of State for Housing, Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Housing, Communities and Local Government by the Planning Act.
"Shared Ownership Accommodation"	means Affordable Housing Units within the Development which are to be occupied by persons under shared ownership arrangements as defined by Section 70 (4) of the HRA 2008 where those persons have the opportunity to purchase all or substantially all the equity in the Housing Units at a later date or such other equity sharing or retention terms from time to time approved by the Council
"School Site"	means the area edged orange on Plan 1 which will contain the new secondary school and associated facilities
"Site"	means the land at Manor Farm, Frindsbury Hill and more particularly delineated edged red on the attached Plan 1
"Statutory Undertaker"	has the meaning given such term in the Planning Act and for the avoidance of doubt, shall include any public gas transporter water or sewerage undertaker



electricity supplier or public telecommunications operator

- "Temporary Courtyard Works" means the intended temporary works in respect of the barn courtyard area as coloured pink on Plan 2 in order that use of the barn facility can commence on completion of the First Phase of the Barn Conversion and Extension Works.
- "Trigger Date" means each date upon which an event occurs that triggers the payment of any Contribution by the Owner and/or the coming into effect of any other obligation under this Deed
- "Wheelchair Accessible Housing" means homes built to meet Building Regulations M4(3) category 3: Wheelchair user dwellings
- "Working Day" means a day other than a Saturday or Sunday or public holiday

- 1.2 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council
- 1.3 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument direction order regulation or byelaw made or issued under the statute or deriving validity from it
- 1.4 Words importing the masculine gender shall include the feminine gender and the neuter and vice versa
- 1.5 Words importing persons include companies, partnerships and corporations and vice versa
- 1.6 Unless the context otherwise requires words importing the singular shall include the plural and vice versa
- 1.7 Headings are for ease of reference only and shall not be construed as part of this Deed
- 1.8 Reference to any recital clause schedule or paragraph or any part thereof shall unless the context otherwise requires be reference to any recital clause schedule or paragraph or any part thereof in this Deed
- 1.9 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and or against each individually

- 1.10 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person

## **2 RECITALS**

- 2.1 The Council is the Local Planning Authority for the purpose of the Planning Act for the area in which the Site is situated
- 2.2 The Owner is the freehold owner of the Site and is registered as registered proprietor with title absolute of the Site at the Land Registry under title numbers TT24356 and K947175
- 2.3 The First Mortgagee has a legal charge over that part of the Site registered at the Land Registry under title number TT24356 dated 3 April 2014 and also has a legal charge over that part of the Site registered at the Land Registry under title number K947175 dated 15 October 2008
- 2.4 The Second Mortgagee has a legal charge over that part of the Site registered at the Land Registry under title number TT24356 dated 27 July 2017 and has a legal charge over that part of the Site registered at the Land Registry under title number K947175 dated 27 July 2017
- 2.5 The Third Mortgagee has a legal charge over that part of the Site registered at the Land Registry under title number TT24356 dated 27 July 2017 and has a legal charge over that part of the Site registered at the Land Registry under title number K947175 dated 27 July 2017
- 2.6 The Secretary of State has entered into a conditional sale agreement dated 29 March 2019 relating to the School Site registered as a unilateral notice against Land Registry title number TT24356.
- 2.7 The Owner hereby declares that as at the date hereof no other person other than those stated in this Deed holds a legal interest in the Site
- 2.8 The Planning Application has been submitted to the Council by the Owner in relation to the Development
- 2.9 The Council resolved on the 2<sup>nd</sup> September 2021 to grant planning permission for the Development subject to the completion of this Deed without which the Planning Application would have been refused

## **3 STATUTORY PROVISIONS**

- 3.1 This Deed is made pursuant to section 106 of the Planning Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and to all other enabling powers to the intent that this Deed shall bind the parties and their heirs and successors assigns and persons claiming through or under them, except as expressly provided for by this Deed
- 3.2 The covenants restrictions and obligations imposed on the Owner contained in this Deed are all planning obligations for the purposes of section 106 of

the Planning Act and are enforceable by the Council as Local Planning Authority against the Owner

- 3.3 The Council's Costs are payable pursuant to Section 106(1)(d) of the Planning Act
- 3.4 The Owner and the Council agree the need for the planning obligations contained in this Deed both for the benefit of the Development and in the interest of proper planning of the area, and that they directly relate to the Development and fairly and reasonably relate in scale and kind to the Development and thus satisfy the requirements of section 106 of the Planning Act and Regulation 122 of the Community and Infrastructure Regulations 2010 as amended.
- 3.5 Subject to clause 8 nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Site in accordance with a planning permission (other than the Hybrid Permission) granted by the Council or the Secretary of State after the date of this Deed and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement of Development under the terms of this Deed.

#### **4 CONDITIONALITY**

- 4.1 The obligations in this Agreement are unless otherwise specified conditional upon:
  - 4.1.1 the grant of the Hybrid Permission by the Council; and
  - 4.1.2 the Commencement of Development

#### **5 ENFORCEABILITY OF OBLIGATIONS**

- 5.1 The provisions contained in the First Schedule Second Schedule Third Schedule and the Fourth Schedule shall not bind nor be enforceable against the following:
  - 5.1.1 any Statutory Undertaker which acquires an interest in the Site for the purpose of undertaking its statutory functions;
  - 5.1.2 any individual owners, occupiers or tenants, and their mortgagees or chargees of the Private Housing Units and their successors in title;
  - 5.1.3 any individual owners, occupiers or tenants of the Affordable Housing Units and their successors in title (save for the provisions of paragraph 4 of the Second Schedule);
  - 5.1.4 any mortgagee or chargee of the Site (unless and until they become a mortgagee or chargee in possession of the Site);
  - 5.1.5 any owner or tenant of Affordable Rented Housing who has exercised a statutory or equivalent right to acquire or right to buy or preserved right to buy;
  - 5.1.6 any owner or tenant of Shared Ownership Accommodation who have exercised their right to staircase to 100% ownership;

- 5.1.7 owners or occupiers (and their mortgagees and chargees and their successors in title) whose sole interest in the Site is limited to the School Site (or part thereof), save for the obligations in Part 2 of the First Schedule which shall be binding on an owner of the School Site; and
- 5.1.8 any successor in title of any persons detailed in sub-paragraphs 5.1.5 or 5.1.6 or their mortgagee or chargee.
- 5.2 None of the provisions (including the Affordable Housing provisions) in this Deed shall be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Land or Affordable Housing Unit(s) or any persons or bodies deriving title through such mortgagee or chargee or Receiver Provided That:
- (a) Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Land and/or Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Land and/or Affordable Housing Unit(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principle monies, interest, costs and expenses; and
- (b) If such disposal has not been completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Land and/or Affordable Housing Unit(s) free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely in relation to those Affordable Housing Land and/or Affordable Housing Unit(s) only.

## 6 COVENANTS

### 6.1 The Owner's Covenants

The Owner covenants with the Council:

- 6.1.1 To observe the restrictions and perform the obligations set out in the First Schedule the Second Schedule the Third Schedule and The Fourth Schedule
- 6.1.2 To serve a separate Notice on the Council in relation to and in accordance with each of the following provisions in respect of each phase of the Development:
- 6.1.2.1 At least 28 days before the Commencement Date for the School Site and for the Housing Site to serve notice of the proposed occurrence of the same (in the event that the Commencement Date for each is different a notice shall be served in relation to each date)
- 6.1.2.2 Within 14 days of the Commencement of Development of the School Site and the Housing Site serve notice of the actual Commencement Date (in the event that the Commencement Date for each is different a notice shall be served in relation to each date)

- 6.1.2.3 Within 14 days of the occurrence of a Trigger Date to serve notice of the date of the relevant Trigger Date and details of the relevant event
  - 6.1.3 To retain such records and information and within 14 days of receipt of a written request by the Council to provide the Council with such records and information as the Council may reasonably request to enable the Council to satisfy itself (acting reasonably) that the Owner is complying with all of its obligations under this Deed and the conditions attached to the Permission
  - 6.1.4 To pay the Council's Costs on completion of this Deed
  - 6.1.5 To pay the Monitoring Officers Costs on completion of this Deed
- 6.2 The Council's Covenants  
The Council covenants with the Owner to perform the obligations set out in the Fifth Schedule

## 7 DECLARATIONS AND AGREEMENTS

- 7.1 Effective Date  
The covenants contained in this Deed shall take effect on the date of this Deed other than those contained in the First Schedule which shall take effect on the Commencement of Development or as otherwise stated in the aforementioned Schedules
- 7.2 Liability for Breach  
No person shall be liable for a breach of a covenant contained in this Deed after that person has irrevocably parted with all their interest in the Site or in the part of the Site in respect of which such breach occurs but without prejudice to any subsisting breach of covenant prior to parting with such interest
- 7.3 Revocation Modification or Expiry of the Permission  
This Deed shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Planning Act or by any Court without the written consent of the Owner or if the Permission expires before the Commencement of Development
- 7.4 Notices
- 7.4.1 Any Notice required under clause 6.1.2 shall be in the form attached to this Deed at Annex 1 and shall be deemed to be served if sent electronically to the address provided on the Notice or if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the Council provided on the Notice
  - 7.4.2 Any other notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant party as described in clause 1 or such other address as shall have been notified in writing to the party giving the notice consent or approval and in the case of a notice to be served on the Council addressed to the Head of Planning quoting reference MC/21/0302
- 7.5 Approvals  
Where any approval consent direction action or authority is required to be given by any of the parties hereto such approval consent direction action or

authority shall not be unreasonably delayed or withheld and shall only be effective if given for the purposes of this Deed

7.6 Severance

If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired

7.7 Waiver by the Council

No waiver (whether express or implied) by the Council of any breach or default by another party 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 which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party

7.8 Registration as a Local Land Charge

This Deed is a Local Land Charge and shall be registered as such by the Council

7.9 Disputes Resolution

7.9.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Disputes Resolution Procedure

7.9.2 The decision of any expert appointed under the Disputes Resolution Procedure shall be final and binding on all of the parties to the dispute except in the case of manifest error

7.10 Overdue Payment

7.10.1 Payments required to be made under the terms of this Deed shall for the purposes of this clause be deemed to fall due and to be payable on the date specified for payment in the relevant clause or if no date is specified in the relevant clause then such payment shall fall due 21 days after the occurrence of the relevant Trigger Date (in either case the "**Due Date**")

7.10.2 In the event of any delay in making the payment required under this Deed interest shall be payable on the amount payable at the rate of four percent above the National Westminster Bank plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

7.11 Indexation and VAT

7.11.1 Any sums which become payable under this Deed on a date more than twelve months after the date of this Deed by the Owner to the Council other than the Council's Costs and the Monitoring Officer Costs shall be subject to Indexation except where the Inflation Index at the Due Date is less than the Inflation Index at the Base Date when the sum in question shall not be subject to Indexation

7.11.2 Where a sum is subject to Indexation the actual sum due to the Council ("the **Indexed Sum**") shall be calculated in accordance with the formula:

$$\text{Indexed Sum} = \text{Initial sum} \times \frac{\text{Most recent available Inflation Index at Due Date}}{\text{Most recent available Inflation Index at Base Date}}$$

Where:

- 7.11.2.1 "the **Initial Sum**" is the original sum specified in this Deed; and
- 7.11.2.2 "the **Base Date**" is the date twelve months after the date of this Deed

**Provided That** where payment is not made on the Due Date the provisions of clause 7.10.2 will have effect in relation to the Indexed Sum

- 7.11.3 All sums due under this Deed are exclusive of VAT and the Owner shall pay to the Council in addition to any such sums any VAT properly payable in respect thereof and receive a valid VAT receipt in return.
- 7.12 No Fettering of Discretion  
Except in so far as is legally or equitably permitted nothing in this Deed shall fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council
- 7.13 Variation  
No variation or modification of this Deed shall be valid unless made by Deed and executed by the parties or their respective successors
- 7.14 Receipt  
The Council acknowledges receipt of the Council's Costs and the Monitoring Officer Costs
- 7.15 Contracts (Rights of Third Parties) Act 1999  
This Deed is not intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999
- 7.16 Planning Permission  
Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 7.17 Jurisdiction  
This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

## **8 SECTION 73 CONSENT**

In the event any Section 73 Consent is granted after the date of this Agreement:

- 8.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
- 8.2 the definitions of Planning Application, Hybrid Permission and Development shall be construed to include reference to the planning application for the Section 73 Consent, the Section 73 Consent itself and the development permitted by the Section 73 Consent respectively

**PROVIDED THAT**

- 8.3 nothing in this clause shall fetter the discretion of the Council in determining the planning application for the Section 73 Consent and the appropriate

planning obligations required in connection with the determination of the same;

- 8.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- 8.5 the Parties acknowledge that the Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so

## **9 MORTGAGEE'S CONSENT**

The First Mortgagee the Second Mortgagee and the Third Mortgagee acknowledge and declare that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of their respective mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the First Mortgagee or the Second or the Third Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the respective part of the Site subject of their respective charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **10. SECRETARY OF STATE'S CONSENT**

The Secretary of State acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the School Site shall be bound by the obligations contained in Part 2 of the First Schedule of this Deed PROVIDED THAT the Secretary of State shall have no liability under this Deed unless it takes possession of the School Site in which case it too will be bound by the obligations set out in Part 2 of the First Schedule of this Deed as if it were a person deriving title from the Owner SAVE THAT the Secretary of State, even if it takes possession of the School Site, shall have no liability under this Deed for the obligations set out in Part 1 of the First Schedule, the Second Schedule, the Third Schedule and the Fourth Schedule.

## **11. COUNTERPARTS**

- 11.1 This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the Agreement.
- 11.2 No counterpart shall be effective until each Party has executed at least one counterpart.



## FIRST SCHEDULE

The Owner for themselves and their successors in title covenants with the Council as follows:

### **Part 1 – Financial Contributions:**

1. To pay the sum of ONE HUNDRED AND SIXTEEN THOUSAND SEVEN HUNDRED AND SIX POUNDS AND NINETY NINE PENCE (£116,706.99) to the Council towards facilitating the creation of additional capacity at primary care facilities as required by the Development. Such contribution to be paid prior to the first Occupation of the 40<sup>th</sup> Housing Unit to be so Occupied within the Development
2. To pay the sum of THIRTY THOUSAND FOUR HUNDRED AND EIGHTY POUNDS AND FORTY PENCE (£30,480.40) to the Council towards the improvement of facilities and the provision of equipment at Strood library. Such contribution to be paid prior to the first Occupation of the 60<sup>th</sup> Housing Unit to be so Occupied within the Development
3. To pay the sum of THIRTY THREE THOUSAND EIGHT HUNDRED AND EIGHTEEN POUNDS AND FOUR PENCE (£33,818.04) to the Council towards improvements within Strood town centre. Such contribution to be paid prior to the first Occupation of the 60<sup>th</sup> Housing Unit to be so Occupied within the Development
4. To pay the sum of THIRTY ONE THOUSAND NINE HUNDRED AND THIRTY SEVEN POUNDS AND FORTY FIVE PENCE (£31,937.45) to the Council towards the provision of waste and recycling facilities. Such contribution to be paid prior to the first Occupation of any of the Housing Units within the Development
5. To pay the sum of FORTY THOUSAND POUNDS (£40,000) to the Council towards the provision of resurfacing works to the public right of way RR9 between the Site and Strood town centre and railway station. Such contribution to be paid prior to the first Occupation of the 90<sup>th</sup> Housing Unit to be so Occupied within the Development
6. To pay the sum of FORTY FIVE THOUSAND THREE HUNDRED AND TWENTY POUNDS AND FIFTY NINE PENCE (£45,320.59) to the Council towards the provision of migrating bird disturbance mitigation measures within the Strategic Access Management and Monitoring Strategy (SAMMS) prior to the Commencement of Development within the Housing Site.
7. Not to cause or allow the Commencement of Development on the Housing Site or the Occupation of any further Housing Units within the Development exceeding the abovementioned triggers until the relevant instalment as set out in this Part 1 of the First Schedule has been paid in full to the Council

## **Part 2 – Footpath Works:**

8. Prior to the Commencement of the Development on the School Site to submit to the Council for prior written approval of either:
  - (a) a scheme for works to reroute or relocate the public right of way RS326, including a timetable for the undertaking of such works; or
  - (b) notification that the Owner does not intend to undertake the aforementioned works to RS326 whereupon the Owner shall pay to the Council the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500) towards the cost of those works
9. Not cause or allow the Occupation of the School Site until either the paragraph 8(a) works have been completed or the contribution in paragraph 8(b) has been paid in full to the Council.
10. Prior to the Commencement of the Development on the School Site to submit to the Council for prior written approval of either:
  - (a) a scheme for works to reroute or relocate the public right of way RS328, including a timetable for the undertaking of such works; or
  - (b) notification that the Owner does not intend to undertake the aforementioned works to RS328 whereupon the Owner shall pay to the Council the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500) towards the cost of those works
11. Not cause or allow the Occupation of the School Site until either the paragraph 10(a) works have been completed or the contribution in paragraph 10(b) has been paid in full to the Council
12. To pay the sum of FIFTEEN THOUSAND EIGHT HUNDRED AND SEVENTY POUNDS (£15,870) to the Council towards the provision of improvements to signage and furniture for the public right of way RR9. Such contribution to be paid prior to the first Occupation of the School Site
13. Not to cause or allow first Occupation of the School Site within the Development until the contribution as set out in paragraph 12 has been paid in full to the Council

**SECOND SCHEDULE**  
**Affordable Housing**

The Owner covenants with the Council as follows:

1. Not to cause or allow the Commencement of Development on the Housing Site until the Affordable Housing Plan has been submitted to and agreed in writing by the Council
2. Not to cause or allow the Commencement of Development of any phase of the Development on the Housing Site until it has submitted a statement, for approval in writing by the Council, detailing how the Affordable Housing will be provided within the Housing Site (where relevant) in the relevant phase in compliance with the Affordable Housing Plan agreed pursuant to paragraph 1 of this Second Schedule, and thereafter to provide the Affordable Housing in that phase in accordance with the approved statement
3. The Owner may from time to time submit to the Council for its prior written approval revisions to the Approved Affordable Housing Plan Provided That such provisions are in accordance with paragraph 1 above and paragraphs 12-14 below.
4. Not to use the Affordable Housing Land except for the provision of the Affordable Housing except that prior to the transfer of the Affordable Housing Land to a Registered Provider in accordance with the terms of this Schedule the Affordable Housing Land may be used as a temporary compound or landscaping reserve land
5. Not cause or permit the first Occupation of any part of the Development on the Housing Site until either:
  - a. The Council approves in writing a Registered Provider to undertake the management of the Affordable Housing Units; or
  - b. the Owner informs the Council in writing that it will be developing the Affordable Housing Units in accordance with the relevant Homes England requirements
6. Where paragraph 5a applies to use reasonable endeavours to enter into a contract with a Registered Provider for the transfer of the Affordable Housing Land at a price equivalent to the Affordable Housing Price
7. To ensure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land the tenure shall be:
  - a. 60% shall be provided as Affordable Rented Housing (and if this does not result in a whole number then the number shall be rounded up)
  - b. 40% shall be provided as Shared Ownership Accommodation (and if this does not result in a whole number then the number shall be rounded up)
8. Any transfer of the Affordable Housing Land shall contain such provisions as set out in paragraph 11, 14 and/or 15 of this Second Schedule as applicable
9. Not to cause or permit the first Occupation of no more than 50% of the Private Housing Units until either:

- a. the Affordable Housing Land and/or Affordable Housing Units have been transferred to the approved Registered Provider in accordance with this Schedule; or
  - b. where the Owner intends to undertake the long term management of the Affordable Housing Units that party has:
    - i. become a Registered Provider under current procedures pursuant to the Homes England scheme and produced evidence of this to the Council, and
    - ii. if applicable, entered into a funding agreement with the Homes England and provided a copy of the agreement to the Council (if appropriate), and
    - iii. entered into a Nominations Agreement with the Council
10. Not to transfer the Affordable Housing Land to a Registered Provider without first procuring that such Registered Provider agrees to enter into a Nominations Agreement with the Council
11. Any transfer of the Affordable Housing Land to a Registered Provider shall be with full title guarantee and vacant possession
12. To use reasonable endeavours to procure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land at least 5% of the shall be constructed shall be for Wheelchair Accessible Housing
13. To use reasonable endeavours to procure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land the size shall be:  
30% shall be 1 bedroomed units  
30% shall be 2 bedroomed units  
30% shall be 3 bedroomed units  
5% shall be 4 bedroomed units  
5% shall be 5 bedroomed units
14. Subject to clause 5 any transfer of the Affordable Housing Land and/or Affordable Housing Units shall ensure that the Affordable Housing Land and/or Affordable Housing Units shall only be used for the purposes of Affordable Housing in perpetuity and shall contain the following provisions (unless evidence is produced to the Council, to its reasonable satisfaction, that the Registered Provider has agreed otherwise and the Council agrees in writing to the omission):
- a. a grant to and may reserve from the Registered Provider reasonable pedestrian and vehicle access for ingress to and egress from the Affordable Housing Land together with rights for all necessary services
  - b. an agreement that all parties shall bear their own costs in relation to the transfer
  - c. the disposal shall be free of all financial charges and of any restrictive covenants or other third party rights which would prevent the use of the Affordable Housing Land and/or the Affordable Housing Units for the purpose for which it is transferred
  - d. the disposal shall be subject to the Standard Conditions of Sale (Fifth Edition) or the Standard Commercial Property Conditions (Second Edition) except insofar as they are incompatible with the provisions of this clause or any other express provision of this Deed

- e. subject to clause 5 the transfer shall contain a covenant by the Registered Provider not to use the Affordable Housing Land otherwise than for the purposes of Affordable Housing

PROVIDED THAT for the avoidance of doubt the Owner may transfer the Affordable Housing to more than one Registered Provider

- 15. For the purposes of this Second Schedule "transfer" shall include the grant of a long lease for a term of not less than 125 years and in the case of such a leasehold grant to a Registered Provider:
  - a. no ground rent shall therein be reserved other than at the rate of one peppercorn per annum
  - b. any service charge payable under the lease shall be no more than a fair and reasonable proportion of the following costs:
    - i. repair maintenance and decoration of the structure the exterior or the internal common parts of the building in which the Affordable Housing Units are situate (including any equipment in the common parts such as fire and safety equipment)
    - ii. insurance of the building in which the Affordable Housing Units are situate
    - iii. maintenance of any garden roads access ways footpaths car parks bins stores fences gates and other boundary structures serving the relevant Affordable Housing Units in common with other properties in the vicinity of the relevant Affordable Housing Units
    - iv. other services to be provided by the landlord of the building in which the Affordable Housing Units are situate and which are agreed in writing by the Registered Provider

**THIRD SCHEDULE**  
**The First Phase of the Barn Conversion and Extension Works.**

The Owner covenants with the Council as follows:-

1. Not to cause or allow the first Occupation of more than 60 Housing Units within the Development until the First Phase of the Barn Conversion and Extension Works as shown hatched blue on Plan 2 has been completed in accordance with the following approved plans;

- 29654A – 204 Link Building D and
- 29654A – 205 Cowshed D;

(and any other such plans as shall have previously been approved in writing by the Council from time to time as necessary to discharge related details pursuant to planning conditions as attached to the Hybrid Permission).

The Barn Conversion and Extension Works shall be completed such that the cowshed letting units are fit for Occupation and the link building is fit to provide bar and catering services.

2. To provide temporary access, servicing and parking details suitable for use of the holiday/tourism letting units in the temporary courtyard works area and for construction purposes, such details to have been submitted to and approved in writing by the Council before Commencement of the Development of the First Phase of the Barn Conversion and Extension Works.

**FOURTH SCHEDULE**  
**The Final Phase of the Barn Conversion and Extension Works.**

The Owner covenants with the Council as follows:-

1. Not to cause or allow the first Occupation of more than 130 Housing Units until the Final Phase of the Barn Conversion and Extension Works as shown hatched green on Plan 2 has been completed in accordance with the following plans;

- 29654A – 300 (Proposed Limecrete Floor Details D)
- 29654A – 301 (Proposed Barn Wall Details D)
- 29654A - 302 (Barn Roof details D)
- 29654A – 303 (Proposed Glazed Screen E)
- 29654A – 305 (Extension Lead Roof Detail C)
- 29654A – 307 (Main Barn Abutment floor detail B)
- 29654A – 211 (Proposed E, W and S Elevation)
- 29654A – 212 (Proposed N Elevation)
- 29654A – 213 (Proposed Landscaping Plan C);

(and any other such plans as shall have previously been approved in writing by the Council from time to time as necessary to discharge related details pursuant to planning conditions as attached to the Hybrid Permission.)

2. To provide the access to Berwick Way and the parking area shown on Plan 2 prior to first use of the 'extension function facility'.

**FIFTH SCHEDULE**  
**The Council's Covenants**

1. To co-operate insofar as is reasonable with the Owner in the performance of the Owners obligations under this Deed
2. Not to use any Contribution other than for the purpose specified in this Deed in relation to that Contribution without the prior written consent of the Owner
3. At the Owner's request to return any part of the Contributions aforesaid which shall not have been used for the purposes set out above within a period of five (5) years from the date of the payment of the relevant Contribution together with interest at the base rate prevailing from time to time of the National Westminster Bank plc calculated from the date of receipt of the relevant sum by the Council as evidenced by the Council's official receipt Provided That the Council shall not be obliged to return any part of any Contribution which has been spent or contractually committed prior to the date of the request
4. Upon receipt of any Contributions in the First Schedule hereto the Council shall if requested to do so supply (a) its written receipt for the aforesaid Contributions and (b) written confirmation that the relevant obligation(s) for a particular phase of the Development has been satisfied.
5. The Council covenants to use all reasonable endeavours to process as soon as reasonably practicable and prior to Commencement of the School Site any request from the Owner for the Council to advertise and apply for an order to divert public right of ways RS326 and RS328.
6. In the event that the Owner pays the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500) pursuant to paragraph 8(b) of Part 2 of the First Schedule, the Council covenants to use all reasonable endeavours to facilitate the carrying out of the necessary works to divert or reroute public right of way RS326 as applicable to facilitate the Development of the School Site prior to first Occupation of the School Site.
7. In the event that the Owner pays the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500) pursuant to paragraph 10(b) of Part 2 of the First Schedule, the Council covenants to use all reasonable endeavours to facilitate the carrying out of the necessary works to divert or reroute public right of way RS328 as applicable to facilitate the Development of the School Site prior to first Occupation of the School Site.
8. Nothing in paragraphs 5 to 7 above shall be construed as requiring the Council to do or refrain from doing anything that would undermine or be inconsistent with or fetter the Council's statutory duties.



**SIXTH SCHEDULE**  
**Dispute Resolution Procedure**

1. General  
In the event of any dispute or difference arising between the parties arising out of or connected with this Deed shall be referred to an Expert
  
2. Choice of Expert
  - 2.1 If the difference or question relates to the construction of rights and liabilities of any party or to the terms or conditions to be embodied in any deed or document appertaining thereto it shall be referred to a solicitor or barrister agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the Chairman from time to time of the Bar or any person in an equivalent subsequent role.
  - 2.2 If the difference or question relates to the occupancy of any dwelling it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors or any person in an equivalent subsequent role.
  - 2.3 In the absence of agreement between the Parties as to the appointment or suitability of the Expert to be appointed pursuant to clause 1 hereof or as to the appropriate professional body, within ten Working Days after any party has given to the other parties to the dispute a written request to concur in the professional qualifications of the expert to be appointed pursuant to clause 1 then that question shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference. Such solicitor shall act as an expert and his decision shall be final and binding on the parties save in the case of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
  - 2.4 The Expert shall act as an expert and not as an arbitrator.
  
3. No Further Submissions  
After delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to every party to the dispute their decision in writing within a reasonable time of closing submissions or counter submissions
  
4. Restriction on Terms of Decision  
The expert shall be restricted in settling the dispute to choosing between one of the proposals submitted by the parties or elements compatible with one another from the submissions of different parties to the dispute
  
5. Costs  
Each Party shall bear their own costs except in so far as directed by the Expert

**SEVENTH SCHEDULE**  
**The Draft Conditions to be attached to the Permission**

The imposition of the conditions as set out in the draft Planning Decision Reference MC/21/0302 attached to this Deed

**IN WITNESS** whereof this Deed has been duly executed as a Deed by the Parties the day and year first before written

THE COMMON SEAL of MEDWAY )  
COUNCIL was hereunto affixed to )  
This Deed in the presence of )

Authorised Signatory



Executed as a Deed by the  
**Secretary of State for Levelling Up,  
Housing and Communities**

THE CORPORATE SEAL of the )  
**SECRETARY OF STATE FOR )**  
**LEVELLING UP, HOUSING AND )**  
**COMMUNITIES )**  
hereunto affixed is authenticated by: )

Authorised Signatory:

Print Name:



Seal ref:  
7/E 2531

SIGNED as a DEED by HERITAGE DESIGN )  
AND DEVELOPMENT TEAM LTD )  
In the presence of: )

Director:



RICHARD SMITH

Witness signature:



Witness name:

Paul Thompson

Witness occupation:

PLANT operator

Witness address:



EXECUTED as a DEED by C.C.  
TRADING LIMITED acting by two  
directors:

)  
)

Director

Director



SIGNED as a DEED by TUDOR HALL )  
INVESTMENT LIMITED )  
In the presence of: )

Director:



Witness signature:



Witness name: J.M. BALLS

Witness occupation: SECRETARY

Witness address:



SIGNED as a DEED by  
MEGAHART DEVELOPMENTS LIMITED  
In the presence of:



Director:



Witness signature:

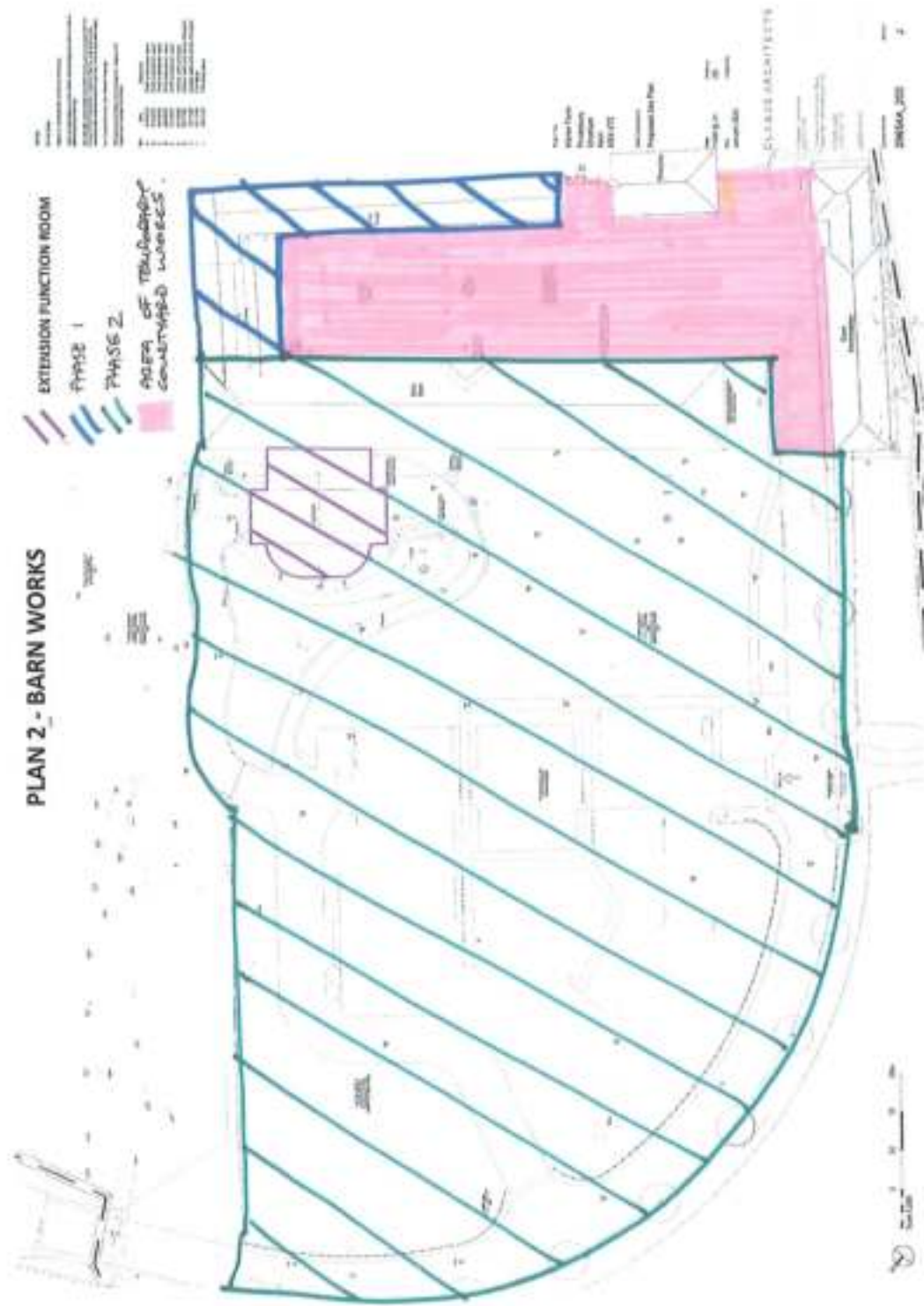


Witness name: *N. HOWARD*

Witness occupation: *GARDNER*

Witness address:





J.W. BALLS ON BEHALF OF MEGAHART DEVELOPMENTS LTD

WIVE DELFORD

ON BEHALF OF TUDOR HALL INVESTMENTS LTD





**ANNEX 1  
Notice**

To: Medway Council, Section 106/CIL Officer, The Planning Service, Dock Road,  
Chatham, ME4 4TR

Planning application number: MC/ / *[to be completed in full]*

Section 106 Agreement dated: *[to be completed in full]*

Development Site Address: *[to be completed in full]*

In accordance with the terms of the above section 106 Agreement, **I GIVE YOU NOTICE** that the following event has been reached *(please complete as appropriate)*

**EITHER:**

**PRIOR TO COMMENCEMENT OF WORKS ON THE DEVELOPMENT ON SITE (1)**

Work is expected to commence on the Development Site on *[insert date]*

*(1) this notification should be sent at least 28 days prior to commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement*

OR

**WORKS HAVE COMMENCED ON SITE (2)**

Work commenced on the Development Site on *[insert date]*

*(2) this notification should be sent within 14 days after commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement*

OR

**A TRIGGER DATE(S) HAS OCCURRED (3)**

Obligation type: *(insert each obligation)*  
e.g. Education Contribution

Trigger Date: *(insert the date that each obligation was due to be paid or was due to come into effect)*  
e.g. 1 March 2013

*(3) this notification should be sent within 14 days after trigger date occurred as required under Clause 5.1.2 of the Section 106 Agreement*

**FROM:**

Company/Owner/Payee:  
Address *(required for invoicing)*:  
Email address:

*Please send this notification to:*

By email: [S106@medway.gov.uk](mailto:S106@medway.gov.uk) *(preferred option)*  
By post: Section 106/CIL Officer, The Planning Service  
Medway Council, Dock Road, Chatham, ME4 4TR

## **DRAFT Decision Notice**

MC/21/0302



Mr Tim Spicer  
DHA Planning Ltd  
Eclipse House  
Sittingbourne Road  
Maidstone  
Kent  
ME14 3EN

**Applicant Name:**

Planning Service  
Physical & Cultural Regeneration  
Regeneration, Culture, Environment &  
Transformation  
Gun Wharf  
Dock Road  
Chatham  
Kent  
ME4 4TR  
01634 331700  
01634 331195  
Planning.representations@medway.gov.uk

### **Town and Country Planning Act 1990**

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**Location:** Land South Of Berwick Way, East Of Frindsbury Hill And North And West Of Parsonage Lane (known As Manor Farm), Frindsbury, Rochester, Medway,

**Proposal:** Hybrid application seeking:

- Full planning permission for the construction of a new three-storey secondary school with sixth form and sports block with vehicular and pedestrian access from Frindsbury Hill, together with associated car parking and drop off area, multi-use games area, sports pitches, landscaping and other associated works.
  - Full planning permission for the part conversion and extension of Grade I Listed Manor Farm Barn and change of use to a wedding venue and conference facility, including conversion and extension of former cattle byres to provide overnight accommodation, construction of single storey detached building for management facilities and construction of a new building to provide additional tourist accommodation with vehicular and pedestrian access from Berwick Way, car parking, landscaping and other associated works.
  - Outline permission (with Frindsbury Hill access-detailed as part of the full planning permission for the school element) to be considered in detail and all other matters reserved for future consideration for the construction of up to 181 residential dwellings, together with Parsonage Lane access, parking, landscaping and associated works.
- 

### **Notification of Grant of Planning Permission to Develop Land.**

Take Notice that the Medway Council in pursuance of its powers under the above Act HAS GRANTED PERMISSION for the development of land as described above in accordance with your application for planning permission received complete on 15 February 2021.

**SUBJECT TO THE CONDITIONS SPECIFIED HEREUNDER:**

1 Approved Drawings

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

Overall

DHA/14019/11 - received 2 February 2021  
568-ALA-00-XX-DR-L-0004 P01 - received 10 February 2021  
DHA/14019/19 rev A - received 4 June 2021

Barn

29654A\_003 rev A, 29654A\_199 rev B, 29654A\_204 rev D, 29654A\_205 rev D, 29654A\_206 rev D, 29654A\_207 rev D, 29654A\_208 rev E, 29654A\_209 rev G, 29654A\_210 rev F, 29654A\_211 rev G, 29654A\_212 rev G, 29654A\_213 rev G, 29654A\_214 rev B, 29654A\_220 rev D, 29654A\_221 rev D, 29654A\_222 rev D, 29654A\_300 rev D, 29654A\_301 rev D, 29654A\_302 rev E, 29654A\_303 rev E, 29654A\_305 rev C, 29654A\_307 rev B, 568-ALA-00-XX-DR-L-003 P02 - received 2 February 2021  
29654A\_200 rev K, 29654A\_201 rev J - received 4 June 2021  
29654A\_201 rev I - received 2 February 2021

School

21023/005 Rev B, 21023/003 Rev F, FS0754-CPW-ZZ-XX-DR-E-6303 P02, FS0754-CPW-ZZ-XX-DR-E-6203 P03, FS0754-CPM-02-02-DR-A-2012 P03, FS0754-CPM-02-00-DR-A-2011 P03, FS0754-CPM-01-03-DR-A-2004 P03, FS0754-CPM-01-02-DR-A-2003 P03, FS0754-CPM-01-01-DR-A-2002 P03, FS0754-CPM-01-00-DR-A-2001 P03, FS0754-ALA-00-XX-DR-L-0002 P04, FS0754-ALA-00-XX-DR-L-0003 P03, FS0754-ALA-00-XX-DR-L-0004 P03, FS0754-ALA-00-XX-DR-L-0005 P05, FS0754-ALA-00-XX-DR-L-0006 P05, FS0754-ALA-00-XX-DR-L-0007 P05, FS0754-ALA-00-XX-DR-L-0008 P05, FS0754-ALA-00-XX-DR-L-0009 P05, FS0754-ALA-00-XX-DR-L-0011 P03, FS0754-ALA-00-XX-DR-L-0012 P03, FS0754-ALA-00-XX-DR-L-0013 P03, FS0754-ALA-00-XX-DR-L-0014 P02, FS0754-ALA-00-XX-DR-L-0016 P03, FS0754-ALA-00-XX-DR-L-0017 P03 - received 2 February 2021  
FS0754-CPM-02-ZZ-DR-A-2013 P04, XXX-ALA-00-XX-DR-L-0001 P04 - received 10 February 2021  
FS0754-CPM-01-ZZ-DR-A-2005 P07, FS0754-ALA-XX-XX-DR-L-0001 P05, FS0754-ALA-XX-XX-DR-L-0002 P07, FS0754-ALA-XX-XX-DR-L-0003 P04, FS0754-ALA-XX-XX-DR-L-0004 P04 - received 4 June 2021

Housing

DHA/14019/12 - land use plan, DHA/14019/14 - ground levels and building heights, DHA/14019/15 - residential character zones,

568-ALA-00-XX-DR-L-0001 P03 - landscape masterplan,  
568-ALA-00-XX-DR-L-0002 P03 - landscape parameters plan - received 2  
February 2021  
DHA/14019/13 rev A - access strategy plan - received 4 June 2021

Reason: For the avoidance of doubt and in the interests of proper planning and having regard to the Town and Country Planning (Environmental Impact Assessment) (Regulations 2017) against which the development has been assessed and that any material alteration to the design principles and development objectives may have an impact which has not been fully assessed.

## 2 EIA Compliance

The development herein approved shall be carried out in accordance with the design principles and development objective as set out in the Design and Access Statements

Design and Access Statement by DHA (dated December 2020), Design and Access Statement by Bowmer + Kirkland (dated November 2020) and Design and Access Statement rev C by Clague Architects (dated November 2020); and the environmental assessment as set out in the Environmental Statement reference TS/AP/14158 by DHA (dated January 2021) received 2 February 2021 and as amended with revised Environmental Statement appendices received 4 June 2021.

Reason: Having regard to paragraph 126 of the National Planning Policy Framework 2021 and the Town and Country Planning (Environmental Impact Assessment) (Regulations 2017) against which the development has been assessed and that any material alteration to the design principles and development objectives may have an impact which has not been fully assessed.

## 3 Reptile Translocation

No development shall take place including site clearance in the school, barn or housing areas as shown on drawing DHA/14019/11 until all mitigation measures for reptiles for the respective element (school, barn or housing) has taken place in accordance with details contained within sections 3.3.4 to 3.3.7 of the Construction Ecological Management Plan by EAD Ecology (dated January 2021) and evidence of the translocation has been submitted to and approved in writing by the Local Planning Authority.

Reason: Required prior to commencement of development to ensure no irreversible detrimental harm to protected species in accordance with Policy BNE39 of the Medway Local Plan 2003.

## 4 Landscape and Ecological Management Plan (LEMP)

No development shall take place above ground floor slab level in the school, barn or housing areas as shown on drawing DHA/14019/11 until a revised

Landscape and Ecological Management Plan (LEMP) for the respective element (school, barn or housing) has been submitted and approved in writing. The development shall thereafter be implemented in accordance with the approved details, retained thereafter and managed in accordance with the approved details.

Reason: To ensure the protected of protected species and the delivery of biodiversity enhancements in accordance with Policy BNE39 of the Medway Local Plan 2003 and paragraph 174 of the National Planning Policy Framework 2021.

5 BARN

Time Limit

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

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

6 Construction Environmental Management Plan (CEMP)

No development including any demolition in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, shall take place until a Construction Environmental Management Plan (CEMP) that describes measures to control, amongst other matters, hours of working, dust, lighting, pollution incident control measures, arising from the construction phase of the development and site contact details in case of complaints has been submitted to and approved in writing by the Local Planning Authority. The construction works shall be undertaken in accordance with this approved plan.

Reason: Required before commencement of development in order to minimise the impact of the construction period on the amenities of local residents and with regard to Policy BNE2 of the Medway Local Plan 2003.

7 Bats

No development including site clearance, shall take place within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until all mitigation for bats has been carried in accordance with the outline details contained in sections 3.3.12 to 3.3.15 of the Construction Ecological Management Plan by EAD Ecology (dated January 2021) unless written evidence of a variation from Natural England has been submitted to and approved in writing by the Local Planning Authority.

Reason: Required prior to commencement of development to ensure no irreversible detrimental harm to protected species in accordance with Policy BNE39 of the Medway Local Plan 2003.

8 Programme of Archaeological Works

No development shall take place within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until the implementation of a programme of archaeological work has been secured in accordance with a written specification and timetable which has been submitted to and approved in writing by the Local Planning Authority. The archaeological works shall thereafter be carried out in accordance with the approved specification.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on any archaeological interest and in accordance with Policy BNE21 of the Local Plan 2003

9 Foundation Details

No development shall take place within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until details of foundation designs and any other proposals involving below ground excavation have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on any archaeological interest and in accordance with Policy BNE21 of the Local Plan 2003.

10 Building Recording

No development shall take place within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until the implementation of a programme of building recording has been secured in accordance with a written specification and timetable which has been submitted to and approved in writing by the Local Planning Authority. The building recording shall thereafter be carried out in accordance with the approved specification.

Reason: Required before commencement to ensure that historic building features are properly examined and recorded in accordance with Policy BNE21 of the Local Plan 2003.

11 Contamination

Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not take place in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11 until conditions 12 to 15 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified in writing by the Local Planning Authority until condition 15 has been complied with in relation to that contamination.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

## 12 Contamination - Investigation and Report

No development shall take place in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11 until an investigation and risk assessment, in addition to any assessment provided with the planning application, has been completed in accordance with a scheme to assess the nature and extent of any contamination on the site, including risks to groundwater, whether or not it originates on the site. The scheme shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development with the 'Manor Farm Barn' area. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report shall be submitted to and approved by the Local Planning Authority prior to the commencement of development. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
  - (ii) an assessment of the potential risks to:
    - o human health
    - o property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes.
    - o adjoining land,
    - o groundwaters and surface waters,
    - o ecological systems,
    - o archaeological sites and ancient monuments;
  - (iii) an appraisal of remedial options, and proposal of the preferred option(s).
- This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

## 13 Contamination - Remediation Scheme

No development shall take place in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been prepared and submitted to and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of



the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

14 Contamination - Implementation and Verification

No development shall take place (other than development required to enable the remediation process to be implemented) in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until the approved remediation scheme has been carried out in accordance with its terms. The Local Planning Authority must be given not less than two weeks written notification prior to the commencement of the remediation scheme works.

Following completion of the measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced and submitted to and approved in writing by the Local Planning Authority prior to the bringing into use of the development.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

15 Contamination - Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. Development shall cease and an investigation and risk assessment must be undertaken in accordance with the requirements of condition 12, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 13, which shall be submitted to and approved in writing by the Local Planning Authority.

The remediation must be completed in accordance with the approved scheme and following completion of the measures a verification report providing details of the data that will be collected in order to demonstrate that the works set out in condition 13 are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with condition 14.

Reason: To ensure that the development is undertaken in a manner which acknowledges interests of amenity and safety in accordance with Policy BNE23 of the Medway Local Plan 2003

16 Surface Water Drainage

No development shall take place in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11 until a scheme based on sustainable drainage principles, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

- i. Details of the design of the scheme (in conjunction with the landscaping plan where applicable)
- ii. A timetable for its implementation
- iii. Operational maintenance and management plan including access requirements for each sustainable drainage component.
- iv. Proposed arrangements for future adoption by any public body, statutory undertaker or management company.

The development shall be implemented in accordance with the approved details and shall thereafter be retained.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 168 of the National Planning Policy Framework 2021.

17 Construction Surface Water Management Plan

No development shall take place in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11 until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on site during construction (including demolition and site clearance operations) is submitted to and approved in writing by the Local Planning Authority.

The CSWMP shall include method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:

- i. Temporary drainage systems.
- ii. Measures for managing pollution/water quality and protecting controlled water and watercourses.
- iii. Measures for managing any on or off-site flood risk associated with the development.

The CSWMP shall be implemented in accordance with the approved plan throughout the construction phase of the development in the 'Manor Farm Barn' area.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 168 of the National Planning Policy Framework 2021.

18 Materials

No development above slab level shall take place in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until details and samples of all materials to be used externally have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to heritage asset, in accordance with Policies BNE17 and BNE18 of the Medway Local Plan 2003.

19 Sample Brickwork Panel

No development shall take place above slab level in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until a panel of brickwork has been constructed and made available for inspection on the site for approval in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to heritage asset, in accordance with Policies BNE17 and BNE18 of the Medway Local Plan 2003.

20 Architectural Details

No development shall take place above ground floor slab level in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until details of the following have been submitted to and approved in writing by the Local Planning Authority:

1:20 Sectional Elevation of reception building with 1:0/1:5 new joinery details to both long elevations to show construction.

1:20 Sectional Elevation of Cow Shed building with 1:0/1:5 new joinery details to both long elevations to show construction.

1:20 details of new roof junctions of extensions with the Barn and the Cow Shed. 1:0/1:5 eaves details at north elevation.

Details of the perimeter enclosure to the site and the entrance gate.

Structural engineers report to support the design and function of the glazed screen.

The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to heritage asset, in accordance with Policies BNE17 and BNE18 of the Medway Local Plan 2003.

21 Plant Noise

No plant or equipment shall be installed in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until an acoustic assessment has been undertaken to determine the impact of noise arising from the mechanical plant and equipment. The noise rating level (Lar,Tr) of mechanical plant and equipment shall be at least 10dB below the background noise level (LA90,T) at the nearest residential façade. All measurements shall be defined and derived in accordance with BS4142: 2014. The result of the assessment and details of any mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented before the any building within the 'Manor Farm Barn' area is brought into use and shall thereafter be maintained in accordance with the approved details.

Reason: To ensure protection of amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

## 22 Extraction Equipment

No extraction equipment for the treatment of cooking fumes shall be installed in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until an acoustic assessment has been undertaken which details the measures to control noise and vibration from the equipment has been submitted to and approved in writing by the Local Planning Authority. Noise from the extraction system (LAeq,T), shall be at least 10dB(A) below the background noise level (LA90,T) at the nearest residential façade, when assessed in accordance with BS4142:2014. The approved measures shall be implemented before the any building within the 'Manor Farm Barn' area is brought into use and shall thereafter be maintained in accordance with the approved details.

Reason: To ensure protection of amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

## 23 Air Quality

No development shall take place above ground floor slab level in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until an Air Quality Emission Mitigation Statement has been submitted to and approved in writing by the Local Planning Authority. The Statement shall be prepared in accordance with the Medway Air Quality Planning Guidance and shall include full details of the measures that will be implemented as part of the development to mitigate the air quality impacts identified in the approved Environmental Statement, reference TS/AP/14158, dated January 2021. The total monetary value of the mitigation to be provided shall be demonstrated to be equivalent to, or greater than, the total damage cost values calculated as part of the approved Environmental Statement. The development shall be implemented, and thereafter maintained, in accordance with the measures set out in the approved Emissions Mitigation Statement.

Reason To mitigate the impact on air quality in compliance with Policy BNE24 of the Medway Local Plan 2003.

#### 24 Electric Vehicle Charging Points

No development shall take place above ground floor slab level in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, until details of the provision of electric vehicle charging points have been submitted to and approved in writing by the Local Planning Authority. Details shall include the number, location, charging type (power output and charging speed), associated infrastructure and timetable for installation. The development shall be implemented in accordance with the approved details and shall thereafter be maintained in working order.

Reason: In the interests of sustainability in accordance with paragraph 112E of National Planning Policy Framework 2021.

#### 25 Parking

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, the area shown on the submitted layout drawing number 29654A\_003 Rev A as vehicle parking, loading and off-loading and turning space shall be provided, surfaced and drained. Thereafter it shall be kept available for such use and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking or re-enacting that Order) shall be carried out on that area of land or in such a position as to preclude vehicular access to the reserved vehicle parking area.

Reason: Development without provision of adequate accommodation for the parking, loading, off-loading and turning of vehicles is likely to lead to hazardous conditions in the public highway and in accordance with Policies T1 and T13 of the Medway Local Plan 2003.

#### 26 Parking Management Plan

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, a Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Parking Management Plan shall contain details of how the parking spaces within the 'Manor Farm Barn' area are to be managed during events and for non-event periods to prevent unauthorised parking. The Parking Management Plan shall be implemented in accordance with the approved details prior to the first use of any of the buildings in the 'Manor Farm Barn' area and shall thereafter be retained.

Reason: To ensure satisfactory parking for the events in accordance with Policy T13 of the Medway Local Plan 2003.

27 Cycle Parking

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, details of secure cycle parking provision in the form of individual lockers shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall be implemented in accordance with the approved details prior to the first use of any of the buildings in the 'Manor Farm Barn' area and shall thereafter be retained.

Reason: To ensure the provision and permanent retention of bicycle spaces in accordance with Policy T4 of the Medway Local Plan 2003.

28 Travel Plan

Prior to the first use of the any buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include SMART targets and initiatives for promoting sustainable transport with particular emphasis on walking, bicycle use and bus travel, together with details of future monitoring and update procedures. The Travel Plan shall be implemented upon first use of the wedding venue and conference facility and shall be kept in place, and updated, thereafter. The approved Travel Plan shall be continually monitored with the results of the monitoring and any recommended actions to be submitted to and approved in writing to the Local Planning Authority on an annual basis starting from the date of the approval of the first Travel Plan, with the approved recommendations implemented as agreed as part of the annual review, improvement and reduction of car dependency.

Reason: In the interests of promoting safe and sustainable development and to accord with Policy T14 of the Medway Local Plan 2003.

29 Temporary Access

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, a timetable shall be submitted to and approved in writing by the Local Planning Authority setting out the temporary the period for use of Parsonage Lane by visitors to the wedding venue/conference facility and the arrangements and timescales for directing visitors to use the access from Berwick Way.

Reason: To protect residential amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

30 Landscaping

Prior to the first use of the any buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, The landscaping shall be

implemented in accordance with the approved drawing numbers 29654A\_213 rev G and 568-ALA-00-XX-DR-L-003 P02.

Any trees or plants which within 5 years of planting are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species.

Reason: To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

### 31 Boundary Treatment

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, a plan indicating the positions, design, materials and type of boundary treatment to be erected including around the car parking area shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall be completed in accordance with the approved details before any of the buildings in the 'Manor Farm Barn' area are brought into use and shall thereafter be retained.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to conditions of visual amenity in the locality, in accordance with Policies BNE1, BNE14 and BNE18 of the Medway Local Plan 2003.

### 32 Refuse Storage

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, details of the refuse storage arrangements for the buildings, including provision for the storage of recyclable materials, shall be submitted to and approved in writing by the Local Planning Authority. The refuse storage arrangements shall be implemented in accordance with the approved details before any the buildings in the 'Manor Farm Barn' area are brought into use and shall thereafter be retained.

Reason: In the interests of visual amenity and to ensure a satisfactory provision for refuse and recycling in accordance with Policies BNE1, BNE14 and BNE18 of the Medway Local Plan 2003.

### 33 Amplified Music

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, an acoustic assessment shall be submitted to and approved in writing by the Local Planning Authority which includes details of any noise mitigation measures required to ensure the music noise levels in the 63Hz and 125Hz octave centre frequency bands (Leq) do not exceed 47dB and 41dB (Leq) respectively inside habitable rooms of noise sensitive receptors; and entertainment noise (Leq) shall not exceed 10dB below the background noise level (L90) without the entertainment noise

present, in each octave band at noise sensitive receptors. All noise mitigation measures shall be implemented in accordance with the approved details prior to the first use of any of the buildings in the 'Manor Farm Barn' area and shall thereafter be retained.

Reason: To ensure protection of amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

#### 34 SUDs Verification

Prior to the first use of any of the buildings in the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, (or within an agreed implementation schedule), a signed verification report carried out by a qualified drainage engineer (or equivalent) must be submitted to and approved in writing by the Local Planning Authority to confirm that the agreed surface water systems has been constructed as per the agreed scheme and plans. The report shall include details and locations of critical drainage infrastructure (such as inlets, outlets and control structures) including as built drawings, and an operation and maintenance manual for the unadopted parts of the scheme as constructed.

Reason: To ensure a suitable surface water drainage scheme is designed and fully implemented so as to not increase flood risk on site or elsewhere in accordance with paragraph 168 of the National Planning Policy Framework 2021.

#### 35 Construction Ecological Management Plan

The development within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, shall implement the ecological enhancement measures as set out in the Construction Ecological Management Plan by EAD Ecology (dated January 2021). The ecological enhancement measures shall be provided prior to the first use of any of the buildings within the 'Manor Farm Barn' area.

Reason: Required prior to commencement of development to ensure no irreversible detrimental harm to protected species in accordance with paragraph 174 of the National Planning Policy Framework 2021.

#### 36 Lighting

Prior to the installation of any external lighting anywhere within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, which includes the access road to the barn, details of such lighting shall be submitted to and approved in writing by the Local Planning Authority. Details shall include height, position, external appearance, any shielding, light intensity, colour, spillage (such as light contour or lux level plans showing the existing and proposed levels) and hours of use together with a report to demonstrate its effect on the landscaping of the site (including an overlay of the proposed lighting onto the site landscaping plans), the rural landscape, nearby



residential properties, biodiversity, bats (including reference to the recommendations of the Bat Conservation Trust) and of how this effect has been minimised. Any external lighting shall be implemented in accordance with the approved details.

Reason: To limit the impact of the lighting on the Listed Buildings, the Conservation Area, the landscaping of the site, the surrounding landscape, nearby residents and wildlife and with regard to Policies BNE1, BNE2, BNE5, BNE12, BNE14, BNE34 and BNE39 of the Medway Local Plan 2003.

### 37 CCTV

Prior to the installation of any CCTV anywhere within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, which includes the access road to the barn, details of such CCTV shall be submitted to and approved in writing by the Local Planning Authority. Details shall include height, position and external appearance. Any CCTV shall be implemented in accordance with the approved details.

Reason: To limit the impact of the setting and appearance of the Listed Buildings and the Conservation Area and with regard to Policies BNE1, BNE12 and BNE14 of the Medway Local Plan 2003.

### 38 Opening Hours

The wedding venue and conference use hereby permitted shall only operate between the hours of 08:00 to 00:00 Mondays to Saturdays inclusive and between the hours of 10:00 to 00:00 on Sundays and Public Holidays.

Reason: To ensure that the development does not prejudice the amenities of neighbouring property in accordance with Policy BNE2 of the Medway Local Plan 2003.

### 39 Deliveries/Service Hours

No commercial goods shall be loaded, unloaded, stored or otherwise handled and no vehicles shall arrive or depart, within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11, outside the hours 07:00 to 19:00 Mondays to Fridays inclusive and between the hours of 08:00 to 18:00 on Saturdays or at any time on Sundays and Public Holidays.

Reason: To ensure that the development does not prejudice the amenities of neighbouring property in accordance with Policy BNE2 of the Medway Local Plan 2003.

### 40 Overnight Accommodation

The overnight guest rooms shall only be used in association with the use of the buildings within the area identified as 'Manor Farm Barn' as shown on drawing number DHA/14019/11 as a wedding venue and conference facility or for

tourist accommodation and not for any other residential accommodation purpose. The accommodation herein permitted shall not be occupied as guest or tourist accommodation for more than 28 consecutive days at any one time.

Reason: To protect residential amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

41 Archaeological Publication

Within 6 months of the first use of the Barn as a wedding venue/conference facility, an Archaeological Post-Excavation Assessment Report shall be submitted to and approved in writing by the Local Planning Authority. The Post-Excavation Assessment Report shall include an Updated Project Design and accompanying timetable for any further analysis and publication of the findings of the archaeological investigations, and for the deposition of the resulting archaeological archive. The analysis, archaeological publication and the deposition of the archive shall be funded by the developer and carried out in accordance with the programme and timetable set out in the Updated Project Design.

Reason: To ensure the result of the archaeological investigations are made publicly accessible in accordance with paragraph 205 of the National Planning Policy Framework 2021.

42 SCHOOL

Time Limit

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

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

43 Construction Environmental Management Plan (CEMP)

No development including any demolition, shall take place until a Construction Environmental Management Plan (CEMP) that describes measures to control, amongst other matters, hours of working, dust, lighting, pollution incident control measures, and the arising from the construction phase of the development and site contact details in case of complaints has been submitted to and approved in writing by the Local Planning Authority. The construction works shall be undertaken in accordance with this approved plan.

Reason: Required before commencement of development in order to minimise the impact of the construction period on the amenities of local residents and with regard to Policy BNE2 of the Medway Local Plan 2003.

44 Programme of Archaeological Investigation

Prior to the construction of the new secondary school within the area identified as 'School Zone' as shown on drawing number DHA/14019/11, the programme of archaeological investigations shall be carried out in accordance with the submitted Written Scheme of Investigation Phase 2 Archaeological Works by Canterbury Archaeological Trust, December 2020.

Reason: To ensure that features of archaeological interest are properly examined and recorded in accordance with Policy BNE21 of the Medway Local Plan 2003.

#### 45 Surface Water Drainage

No development shall take place in the area identified as 'School Zone' as shown on drawing number DHA/14019/11 until a scheme based on sustainable drainage principles, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

- v. Details of the design of the scheme (in conjunction with the landscaping plan where applicable)
- vi. A timetable for its implementation
- vii. Operational maintenance and management plan including access requirements for each sustainable drainage component.
- viii. Proposed arrangements for future adoption by any public body, statutory undertaker or management company.

The development shall be implemented in accordance with the approved details and shall thereafter be retained.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 168 of the National Planning Policy Framework 2021.

#### 46 Construction Surface Water Management Plan

No development shall take place in the area identified as 'School Zone' as shown on drawing number DHA/14019/11 until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on site during construction (including demolition and site clearance operations) is submitted to and approved in writing by the Local Planning Authority.

The CSWMP shall include method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:

- iv. Temporary drainage systems.
- v. Measures for managing pollution/water quality and protecting controlled water and watercourses.
- vi. Measures for managing any on or off-site flood risk associated with the development.

The CSWMP shall be implemented in accordance with the approved plan throughout the construction phase of the development in the 'School Zone' area.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 168 of the National Planning Policy Framework 2021.

47 Plant Noise

No development shall take place above ground floor slab level in the area identified as 'School Zone' as shown on drawing number DHA/14019/11, until an acoustic assessment has been undertaken to determine the impact of noise arising from mechanical plant and equipment. The noise rating level (L<sub>ar</sub>, Tr) of mechanical plant and equipment shall be at least 10dB below the background noise level (LA<sub>90</sub>, T) at the nearest residential façade. All measurements shall be defined and derived in accordance with BS4142: 2014. The result of the assessment and details of any mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented before the any building within the 'School Zone' area is brought into use and shall thereafter be maintained in accordance with the approved details.

Reason: To ensure protection of amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

48 Air Quality

No development shall take place above ground floor slab level in the area identified as 'School Zone' as shown on drawing number DHA/14019/11, until an Air Quality Emission Mitigation Statement has been submitted to and approved in writing by the Local Planning Authority. The Statement shall be prepared in accordance with the Medway Air Quality Planning Guidance and shall include full details of the measures that will be implemented as part of the development to mitigate the air quality impacts identified in the approved Environmental Statement, reference TS/AP/14158, dated January 2021. The total monetary value of the mitigation to be provided shall be demonstrated to be equivalent to, or greater than, the total damage cost values calculated as part of the approved Environmental Statement. The development shall be implemented, and thereafter maintained, in accordance with the measures set out in the approved Emissions Mitigation Statement.

Reason To mitigate the impact on air quality in compliance with Policy BNE24 of the Medway Local Plan 2003.

49 Electric Vehicle Charging Points

No development shall take place above ground floor slab level, in the area identified as 'School Zone' as shown on drawing number DHA/14019/11, until details of the provision of electric vehicle charging points as shown on drawing number FS0754-CPW-ZZ-XX-DR-E-6203 P03 have been submitted to and approved in writing by the Local Planning Authority. Details shall include the location, charging type (power output and charging speed), associated infrastructure and timetable for installation. The development shall be implemented in accordance with the approved details and shall thereafter be maintained in working order.

Reason: In the interests of sustainability in accordance with paragraph 112E of National Planning Policy Framework 2021.

50 Access

Prior to the first occupation of the school, the access from Frindsbury Hill shall be implemented and complete, in accordance with approved drawing number 21023/005 Rev B, unless alternative arrangements to secure the specified works have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the school is provided with a safe and practical access that does not interrupt the free flow of traffic on Frindsbury Hill, in accordance with Policies T1 and T2 of the Medway Local Plan 2003.

51 Parking

Prior to the first use of the school, vehicle parking space and circulation shall be provided, surfaced and drained in accordance with a revised drawing (that amends the parking and drop off bays) to be submitted to and approved in writing by the Local Planning Authority. Thereafter it shall be kept available for such use and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking or re-enacting that Order) shall be carried out on that area of land or in such a position as to preclude vehicular access to the reserved vehicle parking area.

Reason: Development without provision of adequate accommodation for the parking, loading, off-loading and turning of vehicles is likely to lead to hazardous conditions in the public highway and in accordance with Policies T1 and T13 of the Medway Local Plan 2003.

52 Parking Management Plan

Prior to the first use of the school, a Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Parking Management Plan shall contain details of how the parking spaces within the development are to be managed during to prevent unauthorised parking. The Parking Management Plan shall be implemented in accordance

with the approved details prior to the first use of the school and shall thereafter be retained.

Reason: to ensure satisfactory off-street parking in accordance with Policies BNE2 and T13 of the Medway Local Plan 2003.

53 Cycle Parking

Prior to the first use of the school, details of secure cycle parking shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall be implemented in accordance with the approved details before the school is brought into use and shall thereafter be retained.

Reason: To ensure the provision and permanent retention of bicycle spaces in accordance with Policy T4 of the Medway Local Plan 2003.

54 Travel Plan

Prior to the first use of the school herein approved, a School Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The School Travel Plan shall include provision of the arrangements for the appointment of a School Travel Plan Coordinator and working group, SMART targets and initiatives for promoting sustainable transport with particular emphasis on walking, bicycle use and bus travel, together with details of future monitoring and update procedures. The School Travel Plan shall be implemented upon first use of the school and shall be kept in place, and updated, thereafter. The approved School Travel Plan shall be continually monitored with the results of the monitoring and any recommended actions to be submitted to and approved in writing to the Local Planning Authority on an annual basis starting from the date of the approval of the first School Travel Plan, with the approved recommendations implemented as agreed as part of the annual review, improvement and reduction of car dependency.

Reason: In the interests of promoting safe and sustainable development and to accord with Policy T14 of the Medway Local Plan 2003.

55 Landscaping

Prior to the first use of the school, the landscaping shall be implemented in accordance with the approved drawing numbers FS0754-ALA-00-XX-DR-L-0002 P04, FS0754-ALA-00-XX-DR-L-0005 P05, FS0754-ALA-00-XX-DR-L-0006 P05, FS0754-ALA-00-XX-DR-L-0007 P05, FS0754-ALA-00-XX-DR-L-0008 P05 and FS0754-ALA-00-XX-DR-L-0009 P05.

Any trees or plants which within 5 years of planting are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species.

Reason: To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

56 Biodiversity Net Gain

Prior to the first use of the school, a statement shall be submitted demonstrating how the proposal will maximise biodiversity net gain on site and seek to achieve 10% biodiversity net gain where possible.

Reason: In the interests of enhancing biodiversity and to positively address concerns regarding climate change in accordance with paragraphs 154 and 179 the National Planning Policy Framework 2021.

57 Boundary Treatment

Prior to the first use of the school, a plan indicating the positions, design, materials and type of boundary treatment to be erected shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall be completed in accordance with the approved details before the school is brought into use and shall thereafter be retained.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to conditions of visual amenity in the locality, in accordance with Policies BNE1, BNE14 and BNE18 of the Medway Local Plan 2003.

58 Refuse Storage

Prior to the first use of the school, details of the refuse storage arrangements for the buildings, including provision for the storage of recyclable materials, shall be submitted to and approved in writing by the Local Planning Authority. The refuse storage arrangements shall be implemented in accordance with the approved details before the school is brought into use and shall thereafter be retained.

Reason: In the interests of visual amenity and to ensure a satisfactory provision for refuse and recycling in accordance with Policy BNE1 of the Medway Local Plan 2003.

59 SUDs Verification

Prior to the first use of the school, (or within an agreed implementation schedule), a signed verification report carried out by a qualified drainage engineer (or equivalent) must be submitted to and approved in writing by the Local Planning Authority to confirm that the agreed surface water systems has been constructed as per the agreed scheme and plans. The report shall include details and locations of critical drainage infrastructure (such as inlets, outlets and control structures) including as built drawings, and an operation and maintenance manual for the unadopted parts of the scheme as constructed.

Reason: To ensure a suitable surface water drainage scheme is designed and fully implemented so as to not increase flood risk on site or elsewhere in accordance with paragraph 168 of the National Planning Policy Framework 2021.

60 Construction Ecological Management Plan

Prior to the first use of the school, the ecological enhancement measures as set out in the Construction Ecological Management Plan by EAD Ecology (dated January 2021) shall be implemented within the area identified as 'School Zone' as shown on drawing number DHA/14019/11. The ecological enhancement measures shall thereafter be retained.

Reason: Required prior to commencement of development to ensure no irreversible detrimental harm to protected species in accordance with paragraph 174 of the National Planning Policy Framework 2021.

61 Lighting

Prior to the installation of any external lighting anywhere within the area identified as 'School Zone' as shown on drawing number DHA/14019/11, details of such lighting shall be submitted to and approved in writing by the Local Planning Authority. Details shall include height, position, external appearance, any shielding, light intensity, colour, spillage (such as light contour or lux level plans showing the existing and proposed levels) and hours of use together with a report to demonstrate its effect on the landscaping of the site (including an overlay of the proposed lighting onto the site landscaping plans), the rural landscape, nearby residential properties, biodiversity, bats (including reference to the recommendations of the Bat Conservation Trust) and of how this effect has been minimised. Any external lighting shall be implemented in accordance with the approved details.

Reason: To limit the impact of the lighting on the Listed Buildings, the Conservation Area, the landscaping of the site, the surrounding landscape, nearby residents and wildlife and with regard to Policies BNE1, BNE2, BNE5, BNE12, BNE14, BNE34 and BNE39 of the Medway Local Plan 2003.

62 CCTV

Prior to the installation of any CCTV anywhere within the area identified as 'School Zone' as shown on drawing number DHA/14019/11, details of such CCTV shall be submitted to and approved in writing by the Local Planning Authority. Details shall include height, position and external appearance. Any CCTV shall be implemented in accordance with the approved details.

Reason: To limit the impact of the setting and appearance of the Listed Buildings and the Conservation Area and with regard to Policies BNE1, BNE12 and BNE14 of the Medway Local Plan 2003.

63 Materials



The development shall be implemented in accordance with the External Materials Schedule by Bowmer + Kirkland (dated 23 June 2021) or other materials to be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to conditions of visual amenity in the locality, in accordance with Policy BNE1 of the Medway Local Plan 2003.

#### 64 Community Use Agreement

Prior to the first use of the school, a Community Use Agreement (CUA) shall be prepared in consultation with Medway Council and shall then be submitted to and approved in writing by the Local Planning Authority. The CUA shall describe all the facilities included in the agreement and shall include details of pricing policy, access by non-educational establishment users, management responsibilities and a mechanism for review. Following the first use of the school, the school facilities shall thereafter be used in accordance with approved CUA.

Reason: To secure well managed safe community access to the sports facility/facilities, to ensure sufficient benefit to the development of sport and to accord with Policy L8 of Medway Local Plan 2003.

#### 65 Hours for Community Uses

The facilities to be used for community purposes as outlined in the Community Use Agreement (CUA) shall not be used outside of the following hours:

##### For Internal Spaces

17:00 to 22:00 Monday to Friday

08:00 to 22:00 on Saturday, Sunday and Public Holidays

##### For External Pitches

17:00 to 20:00 on Monday to Friday

09:00 to 20:00 on Saturday

10:00 to 17:00 on Sunday and Public Holidays

Reason: In the interests of residential amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

#### 66 Floodlighting

There shall be no external floodlighting to any sports facility within the area identified as 'School Zone' as shown on drawing number DHA/14019/11.

Reason: To ensure protection of amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

67 Archaeological Publication

Within 6 months of the first occupation of the school, an Archaeological Post-Excavation Assessment Report shall be submitted to and approved in writing by the Local Planning Authority. The Post-Excavation Assessment Report shall include an Updated Project Design and accompanying timetable for any further analysis and publication of the findings of the archaeological investigations, and for the deposition of the resulting archaeological archive. The analysis, archaeological publication and the deposition of the archive shall be funded by the developer and carried out in accordance with the programme and timetable set out in the Updated Project Design.

Reason: To ensure the result of the archaeological investigations are made publicly accessible in accordance with paragraph 205 of the National Planning Policy Framework 2021.

68 Highway Mitigation Works

Prior to the intake of year 11 at the school, the works to the Sans Pareil Roundabout and associated mitigation as set out on either drawing number 21023/005 Rev B or drawing number 21023/003 Rev F (The HIF funded scheme being brought forward by Medway Council) shall be brought forward and works completed in accordance with either of those approved drawings, unless alternative arrangements to secure the specified works have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the school is provided with a safe and practical access that does not interrupt the free flow of traffic on Frindsbury Hill, in accordance with Policies T1 and T2 of the Medway Local Plan 2003.

69 Traffic Movement Monitoring and Mitigation

Upon 90% occupation of the school, a survey shall be carried out to assess the impact on traffic at the junctions of Bill Street Road/ Frindsbury Hill and the Frindsbury Road/ Station Road Signal Junction with the methodology and timetable for implementation to be submitted to and approved in writing by the Local Highway Authority. The survey shall be implemented in accordance with the approved methodology and timetable and the results of the survey along with any proposed mitigation measures and a timetable for implementation shall be submitted to and approved in writing by the Local Planning Authority. The mitigation measures shall thereafter be implemented in accordance with the approved details and timetable and shall be retained thereafter.

Reason: To ensure that the school is provided with a safe and practical access that does not interrupt the free flow of traffic on Frindsbury Hill, in accordance with Policies T1 and T2 of the Medway Local Plan 2003.

70 Education Use Only

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking and re-enacting that Order with or without modification) the school herein approved shall be used for education and community uses as approved as part of the Community Use Agreement (CUA) only and shall not be used for any other purposes, including any other use that would fall within Use Class F1(a) of the schedule to the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to those classes in any statutory instrument revoking and re-enacting that order with or without modification) and no change of use shall be carried out unless planning permission has been granted on an application relating thereto.

Reason: To enable the Local Planning Authority to control such development in the interests of the amenities of the local residents and highway safety and in accordance with Policies BNE2 and T1 of the Medway Local Plan 2003.

71 Climate Change Verification

The school development herein approved shall incorporate the measures to address energy efficiency and climate change as set out within the Environmental Statement, Volume 2, Appendix 6.2: Maritime Academy Energy Statement (dated January 2021). The school shall not be occupied until a verification report prepared by a suitably qualified professional has been submitted to and approved in writing by the Local Planning Authority confirming that all the approved measures have been implemented.

Reason: In the interests of sustainability and to positively address concerns regarding climate change in accordance with paragraph 154 the National Planning Policy Framework 2021.

72 HOUSING (OUTLINE)

Approval of Reserved Matters

Approval of the details of the layout, scale and appearance of the buildings, the means of access thereto and the landscaping (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason: To accord with the terms of the submitted application and to ensure that these details are satisfactory.

73 Time Scale for Reserved Matters

Plans and particulars of the reserved matters referred to in Condition 72 above shall be submitted in writing to the Local Planning Authority for approval. Such application for approval shall be made to the Authority before the expiration of three years from the date of this permission and the reserved matters shall be carried out in accordance with the approved details.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

74 Time Limit for Implementation of Outline and Reserved Matters

The development to which this permission relates must be begun no later than the expiration of 2 years from the final approval of the reserved matters or in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

75 Construction Environmental Management Plan (CEMP)

No development including any demolition, shall take place within a phase or sub phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until a Construction Environmental Management Plan (CEMP) that describes measures to control, amongst other matters, hours of working, dust, lighting, pollution incident control measures, and the arising from the construction phase of the development and site contact details in case of complaints has been submitted to and approved in writing by the Local Planning Authority. The construction works shall be undertaken in accordance with this approved plan.

Reason: Required before commencement of development in order to minimise the impact of the construction period on the amenities of local residents and with regard to Policy BNE2 of the Medway Local Plan 2003.

76 Programme of Archaeological Works

No development shall take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until the implementation of a programme of archaeological work has been secured in accordance with a written specification and timetable which has been submitted to and approved in writing by the Local Planning Authority. The archaeological works shall thereafter be carried out in accordance with the approved specification.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on any archaeological interest and in accordance with Policy BNE21 of the Local Plan 2003.

77 Foundation Details

No development shall take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until details of foundation designs and any other proposals involving below ground excavation have been submitted to and approved in writing by the Local

Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on any archaeological interest and in accordance with Policy BNE21 of the Local Plan 2003.

78 Contamination - Compliance

Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11 until conditions 79 to 82 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified in writing by the Local Planning Authority until condition 82 has been complied with in relation to that contamination.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

79 Contamination - Investigation and Report

No development shall take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11 until an investigation and risk assessment, in addition to any assessment provided with the planning application, has been completed in accordance with a scheme to assess the nature and extent of any contamination on the site, including risks to groundwater, whether or not it originates on the site. The scheme shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development with the phase or sub-phase with the 'Residential Zone' area. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report shall be submitted to and approved by the Local Planning Authority prior to the commencement of development. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
  - human health
  - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
  - adjoining land,
  - groundwaters and surface waters,
  - ecological systems,
  - archaeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

80 Contamination - Remediation Scheme

No development shall take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been prepared and submitted to and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

81 Contamination - Implementation and Verification

No development shall take place (other than development required to enable the remediation process to be implemented) within a phase or sub-phasing within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until the approved remediation scheme has been carried out in accordance with its terms. The Local Planning Authority must be given not less than two weeks written notification prior to the commencement of the remediation scheme works.

Following completion of the measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced and submitted to and approved in writing by the Local Planning Authority prior to the bringing into use of the development.

Reason: Required before commencement of development to avoid any irreversible detrimental impact on human health and/or water courses as a result of the potential mobilising of contamination and in accordance with Policy BNE23 of the Medway Local Plan 2003.

82 Contamination - Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, that was not previously identified it must be reported in writing immediately to the Local Planning Authority. Development shall cease and an investigation and risk assessment must be undertaken in accordance with the requirements of condition 29, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 80, which shall be submitted to and approved in writing by the Local Planning Authority.

The remediation must be completed in accordance with the approved scheme and following completion of the measures a verification report providing details of the data that will be collected in order to demonstrate that the works set out in condition 80 are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with condition 81.

Reason: To ensure that the development is undertaken in a manner which acknowledges interests of amenity and safety in accordance with Policy BNE23 of the Medway Local Plan 2003.

83 Surface Water Drainage

No development shall take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11 until a scheme based on sustainable drainage principles, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

- ix. Details of the design of the scheme (in conjunction with the landscaping plan where applicable)
- x. A timetable for its implementation
- xi. Operational maintenance and management plan including access requirements for each sustainable drainage component.
- xii. Proposed arrangements for future adoption by any public body, statutory undertaker or management company.

The development shall be implemented in accordance with the approved details and shall thereafter be retained.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 168 of the National Planning Policy Framework 2021.

84 Construction Surface Water Management Plan

No development shall take place within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11 until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on site during construction (including demolition and site clearance operations) is submitted to and approved in writing by the Local Planning Authority.

The CSWMP shall include method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:

- vii. Temporary drainage systems.
- viii. Measures for managing pollution/water quality and protecting controlled water and watercourses.
- ix. Measures for managing any on or off-site flood risk associated with the development.

The CSWMP shall be implemented in accordance with the approved plan throughout the construction phase of the development within that phase or sub-phase within the 'Residential Zone' area.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 168 of the National Planning Policy Framework 2021.

## 85 Noise

No development shall take place above ground floor slab level within a phase or sub-phase in the area identified as 'Residential Zone' as shown drawing number DHA/14019/11, until a scheme of acoustic protection has been submitted to and approved in writing by the Local Planning Authority. The scheme of acoustic protection shall ensure internal noise levels (LAeq,T) no greater than 30dB in bedrooms and 35dB in living rooms with windows closed and a maximum noise level (LAm<sub>ax</sub>) of no more than 45dB(A) with windows open. Where the internal noise levels will be exceeded with windows open, the scheme shall incorporate appropriate acoustically screened mechanical ventilation. The scheme shall include details of acoustic protection sufficient to ensure amenity/garden noise levels of not more than 55dB (LAeq,T). The approved measures shall be implemented before the any building within the relevant phase or sub-phase within the 'Residential Zone' area is brought into use and shall thereafter be maintained in accordance with the approved details.

Reason: To ensure protection of amenity in accordance with Policy BNE2 of the Medway Local Plan 2003.

## 86 Air Quality

No development shall take place above ground floor slab level within a phase or sub-phase within the area identified as 'Residential Zone' as shown on



drawing number DHA/14019/11, until an Air Quality Emission Mitigation Statement has been submitted to and approved in writing by the Local Planning Authority. The Statement shall be prepared in accordance with the Medway Air Quality Planning Guidance and shall include full details of the measures that will be implemented as part of the development to mitigate the air quality impacts identified in the approved Environmental Statement, reference TS/AP/14158, dated January 2021. The total monetary value of the mitigation to be provided shall be demonstrated to be equivalent to, or greater than, the total damage cost values calculated as part of the approved Environmental Statement. The development shall be implemented, and thereafter maintained, in accordance with the measures set out in the approved Emissions Mitigation Statement.

Reason To mitigate the impact on air quality in compliance with Policy BNE24 of the Medway Local Plan 2003.

87 Electric Vehicle Charging Points

No development shall take place above ground floor slab level place within a phase or sub phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until details of the provision of electric vehicle charging points (1 per dwelling for dwellinghouses and 1 per 4 flats) have been submitted to and approved in writing by the Local Planning Authority. Details shall include the location, charging type (power output and charging speed), associated infrastructure and timetable for installation. The development shall be implemented in accordance with the approved details and shall thereafter be maintained in working order.

Reason: In the interests of sustainability in accordance with paragraph 112E of National Planning Policy Framework 2021.

88 Travel Plan

Prior to the first occupation of any dwelling within a phase or sub-phase, within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include initiatives for promoting sustainable transport to new residents with particular emphasis on walking, bicycle use and bus travel. The Travel Plan shall be implemented prior to the first occupation of any dwelling within that phase or sub-phase.

Reason: In the interests of promoting safe and sustainable development and to accord with Policy T14 of the Medway Local Plan 2003.

89 SUDs Verification

Prior to the first use of any of the buildings within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, (or within an agreed implementation schedule), a signed verification report carried out by a qualified drainage engineer (or equivalent)

must be submitted to and approved in writing by the Local Planning Authority to confirm that the agreed surface water systems has been constructed as per the agreed scheme and plans. The report shall include details and locations of critical drainage infrastructure (such as inlets, outlets and control structures) including as built drawings, and an operation and maintenance manual for the unadopted parts of the scheme as constructed.

Reason: To ensure a suitable surface water drainage scheme is designed and fully implemented so as to not increase flood risk on site or elsewhere in accordance with paragraph 168 of the National Planning Policy Framework 2021.

#### 90 Boundary Treatment

No dwelling shall not be occupied within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, until a plan indicating the positions, design, materials and type of boundary treatment to be erected has been submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall be completed in accordance with the approved details before any dwelling is occupied and shall thereafter be retained.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to conditions of visual amenity in the locality, in accordance with Policy BNE1 of the Medway Local Plan 2003.

#### 91 Refuse Storage

Prior to the first occupation of any dwelling within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, details of the refuse storage arrangements for the dwellings, including provision for the storage of recyclable materials, shall be submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until the approved refuse storage arrangements for that dwelling are in place and all approved storage arrangements shall thereafter be retained.

Reason: In the interests of visual amenity and to ensure a satisfactory provision for refuse and recycling in accordance with Policy BNE2 of the Medway Local Plan 2003.

#### 92 Landscaping

Applications for the approval of reserved matters in relation to landscaping for a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, shall include full details of both hard and soft landscape works, any artefacts to be located within the public space of that phase or sub-phase and a timetable for implementation. These details shall include existing and proposed finished ground levels; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; all paving and external hard surfacing; decking; minor artefacts and structures.

Soft landscape works shall include details of planting plans, written specifications (including cultivation and other operations associated with grass and plant establishment, aftercare and maintenance); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate. The development shall be implemented in accordance with the approved details and any trees or plants which within 5 years of planting are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species.

Reason: To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

### 93 Retained Trees

Applications for the approval of reserved matters in relation to landscaping and layout for a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, shall include:

- a) A plan showing the location of all existing trees on site or on land adjacent to the site which have a stem with a diameter exceeding 75mm when measured over the bark at a point 1.5m above ground level. The plan shall provide a reference number for each tree and shall identify which trees are to be retained and the crown spread of each retained tree.
- b) The species, diameter (measured in accordance with paragraph a), the approximate height and an assessment of the general state of health and stability of each retained tree.
- c) Any proposed topping or lopping of any retained tree, or of any tree on land adjacent to the site.
- d) Any proposed alterations in existing ground levels and the position of any proposed excavation within the crown spread of any retained tree or of any tree on land adjacent to the site where the alterations and/or excavations are within the root protection area of any retained tree, or any tree on land adjacent to the site, equivalent to half the height of that tree.
- e) The specification and position of fencing and of any other measures to be taken for the protection of any retained tree from damage before or during the course of development.

In this Condition "retained tree" means an existing tree which is to be retained in accordance with paragraph a) above.

Reason: To protect and enhance the appearance and character of the site and locality, in accordance with Policies BNE1 and BNE43 of the Medway Local Plan 2003.

### 94 Parking

Applications for the approval of reserved matters in relation to layout for a phase or sub-phase within the area identified as 'Residential Zone' as shown on

drawing number DHA/14019/11, shall show land reserved for parking or garaging in accordance with the adopted Parking Standards. None of the buildings shall be occupied until this area has been provided, surfaced and drained in accordance with the approved details. Thereafter no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking and re-enacting that Order) shall be carried out on the land so shown or in such a position as to preclude vehicular access to the reserved vehicle parking area.

Reason: Development without provision of adequate accommodation for the parking or garaging of vehicles is likely to lead to hazardous on-street parking and in accordance with Policies T1 and T13 of the Medway Local Plan 2003.

95 Construction Ecological Management Plan

Prior to the first occupation of any dwelling within a phase or sub-phase the ecological enhancement measures as set out in the Construction Ecological Management Plan by EAD Ecology (dated January 2021) shall be implemented within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11. The ecological enhancement measures shall thereafter be retained.

Reason: Required prior to commencement of development to ensure no irreversible detrimental harm to protected species in accordance with paragraph 174 of the National Planning Policy Framework 2021.

96 Lighting

Prior to the installation of any external lighting within a phase or sub-phase within the area identified as 'Residential Zone; as shown on drawing number DHA/14019/11, details of such lighting shall be submitted to and approved in writing by the Local Planning Authority. Details shall include height, position, external appearance, any shielding, light intensity, colour, spillage (such as light contour or lux level plans showing the existing and proposed levels) and hours of use together with a report to demonstrate its effect on the landscaping of the site (including an overlay of the proposed lighting onto the site landscaping plans), the rural landscape, nearby residential properties, biodiversity, bats (including reference to the recommendations of the Bat Conservation Trust) and of how this effect has been minimised. Any external lighting shall be implemented in accordance with the approved details.

Reason: To limit the impact of the lighting on the Listed Buildings, the Conservation Area, the landscaping of the site, the surrounding landscape, nearby residents and wildlife and with regard to Policies BNE1, BNE2, BNE5, BNE12, BNE14, BNE34 and BNE39 of the Medway Local Plan 2003.

97 Play Equipment

Prior to the first occupation of any dwelling within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, details of the areas for equipped play facilities together with the play equipment and safe surfacing to be provided shall be submitted to and approved in writing by the Local Planning Authority. The play area(s) shall be provided in accordance with the approved details prior to the first occupation of any dwelling herein approved and shall thereafter be retained.

Reason: To ensure the satisfactory provision of play equipment in accordance with Policy L4 of the Medway Local Plan 2003.

98 Phased Sites - Security Fencing and Landscaping

Prior to occupation of a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, details of any boundary treatment and temporary landscaping to provide security between the development site and remaining undeveloped phases shall be submitted to and approved in writing by the Local Planning Authority. The security measures and any temporary landscaping shall be implemented in accordance with the approved details and shall be maintained and retained until the development of the adjacent undeveloped phase commences.

Reason: To ensure the appearance of the development is satisfactory and without prejudice to the conditions of visual amenity in the locality and to provide security in accordance with Policies BNE1 and BNE8 of the Medway Local Plan 2003.

99 Archaeological Publication

Within 6 months of the first occupation of a dwelling within a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, an Archaeological Post-Excavation Assessment Report shall be submitted to and approved in writing by the Local Planning Authority. The Post-Excavation Assessment Report shall include an Updated Project Design and accompanying timetable for any further analysis and publication of the findings of the archaeological investigations, and for the deposition of the resulting archaeological archive. The analysis, archaeological publication and the deposition of the archive shall be funded by the developer and carried out in accordance with the programme and timetable set out in the Updated Project Design.

Reason: To ensure the result of the archaeological investigations are made publicly accessible in accordance with paragraph 205 of the National Planning Policy Framework 2021.

100 Removal of C3 to C4 PD Rights

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking and

re-enacting that Order with or without modification) all dwellinghouses herein approved shall remain in use as a dwellinghouse falling within Class C3 only of the Town and Country Planning (Use Classes) Order 1987 (as amended) (or any order amending, revoking and re-enacting that Order with or without modification) and no change of use shall be carried out unless planning permission has been granted on an application relating thereto.

Reason: To enable the Local Planning Authority to control such development in the interests of amenity, in accordance with Policy BNE2 of the Medway Local Plan 2003.

101 Climate Change Statement

Applications for the approval of reserved matters in relation a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, shall be accompanied by Climate Change and Energy Efficiency Statement.

Reason: In the interests of sustainability and to positively address concerns regarding climate change in accordance with paragraph 154 the National Planning Policy Framework 2021.

102 Biodiversity Net Gain

Applications for the approval of reserved matters in relation a phase or sub-phase within the area identified as 'Residential Zone' as shown on drawing number DHA/14019/11, a statement shall be submitted demonstrating how the proposal will maximise biodiversity net gain on site and seek to achieve 10% biodiversity net gain where possible. The development shall be implemented in accordance with the approved details.

Reason: In the interests of enhancing biodiversity and to positively address concerns regarding climate change in accordance with paragraphs 154 and 179 the National Planning Policy Framework 2021.

**Your attention is drawn to the following informative(s) :-**



David Harris  
Head of Planning  
Date of Notice