

TP(Permit)

# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



## PLANNING PERMISSION WITH LEGAL AGREEMENT

**Applicant** Belgrave Land (Southwark) Ltd  
**Date of Issue of this decision** 21 FEBRUARY 2006  
**LBS Registered Number** 05-AP-0495  
**Case Number** TP/1396-122

### Planning Permission was GRANTED for the following development:

Demolition of existing buildings on the site bounded by Southwark Bridge Road/Webber Street/Belvedere Buildings (excluding 98 Webber Street & adjoining electricity substation) & erection of a mixed use development comprising commercial (office/light industrial uses), and alternative retail, financial/professional services and/or restaurant, snack bar or café uses, & 164 housing units within new buildings of lower ground & part 3 storeys (fronting Belvedere Buildings) & part 4 to part 8-storeys (fronting Southwark Bridge Road/Webber Street), and basement car parking (31 spaces) with vehicular access from Webber Street, & cycle store, refuse store & landscaping/amenity space.

**At:** 122-144 Southwark Bridge Road/124-132 Webber Street, SE1

In accordance with application received on 21/03/2005

and Applicant's Drawing Nos. Dwgs.nos.180/A-EX-1.01,1.02,PA-1.01Rev A, 1.02 Rev A, 1.03 Rev A, 1.04 Rev A, 1.05 Rev A, 1.06 Rev A, 1.07 Rev A, 1.08 Rev A, 1.09 Rev A, 1.10 Rev A, 2.01 Rev B, 2.02 Rev A, 2.03 Rev A, 2.04 Rev A, 2.05 Rev B, 3.01 Rev A & 3.02 Rev A.

### Subject to the following twenty-six conditions:

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

#### Reason

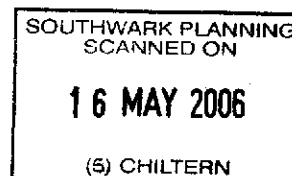
As required by Section 91 of the Town and Country Planning Act 1990 as amended

- 2 Detailed drawings at a scale of 1:20, including sections (2 copies), showing:  
(i) a typical window, entrance door and balustrading to balconies to each of the elevations;  
(ii) boundary walls/gates at ground level to the Belvedere Buildings, and  
(iii) the steel steps on the Webber Street elevation  
shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the works shall not be carried out otherwise than in accordance with any such approval given.

#### Reason

In order that the Local Planning Authority may be satisfied as to the details of materials in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control', of the Southwark Unitary Development Plan (July 1995) and Policy 3.11 'Quality in Design', of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

Continued overleaf...



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- 3 Detailed drawings at a scale of 1:20, including sections (2 copies), showing a typical door (with level access) and glazed panel to each of the ground floor frontages of the principal elevations shall be submitted to and approved by the Local Planning Authority before any work is carried out on the relevant part of the development and the works shall not be carried out otherwise than in accordance with any such approval given.

#### Reason

In order that the Local Planning Authority may be satisfied as to the details of materials and finishes in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control', of the Southwark Unitary Development Plan (July 1995) and Policy 3.11 'Quality in Design', of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

- 4 Samples of the facing materials (panel mounted) shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the works shall not be carried out otherwise than in accordance with any such approval given.

#### Reason

In order that the Local Planning Authority may be satisfied as to the details of materials in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control', of the Southwark Unitary Development Plan (July 1995) and Policy 3.11 'Quality in Design', of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

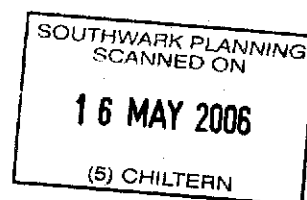
- 5 Detailed drawings (2 copies) of the following to a scale of not less than 1:20 (and fully annotated for items (i) to (iii) to show the extent of obscure glazing and/or acoustic measures to reduce noise outbreak) shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given:

- (i) the windows on the street frontage to the new residential accommodation on Belvedere Buildings;
- (ii) the entrance on Southwark Bridge Road to the shared ownership foyer and adjacent bin store;
- (iii) the ground floor frontage, including entrance door, on Belvedere Buildings of Unit D;
- (iv) the western end of the first floor courtyard garden overlooking the new residential accommodation in Belvedere Buildings (including a section the rear of the residential to the courtyard garden) showing measures to prevent overlooking;
- (v) screens to the south end of the balconies of residential units 19 (first floor) and 75 (third floor) shown on the drawings hereby permitted.

#### Reason

In order to protect the privacy and amenity of the occupiers and users of the adjoining premises in Belvedere Buildings (existing and new accommodation) and 146 Southwark Bridge Road from undue overlooking and loss of amenity through noise disturbance and light pollution, in accordance with Policy E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan and policy 3.2 'Protection of Amenity' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

Continued overleaf...



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- 6 All new residential units hereby approved shall be constructed to comply with Lifetime Homes Standards to the satisfaction of the Council as Local Planning Authority, and a minimum of 10% of the total number of residential units, including the 8 No. 4-bedroom maisonettes on Belvedere Buildings, will be designed to be wheelchair accessible/easily adaptable for wheelchair users.

#### Reason

To ensure that the accommodation is provided in accordance with policy H.1.8 'Standards for New Housing', policy E.2.4 'Access and Facilities for People with Disabilities', policy C.7.1 'Accessibility' and policy H.1.10 'Provision of Housing to Mobility and Wheelchair Standards' of the Southwark Plan adopted July 1995.

- 7 The first floor courtyard garden shall be made available to all residents and their visitors within the development hereby approved, but shall not be made available the general public or to any occupier of the commercial accommodation (Classes A1, A2, A3 or B1) on the lower ground or ground floors.

#### Reason

In order that the privacy of the residents in the new residential accommodation may be protected from overlooking from use of the roof area, and that they will be protected from undue noise and disturbance, in accordance with Policy E.3.1: 'Protection of Amenity' of the Southwark Unitary Development Plan.

- 8 Detailed drawings at a scale of not greater than 1:100 showing details of a childrens play area in the first floor court yard amenity area of the development hereby approved, including details of ongoing maintenance shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the works shall not be carried out otherwise than in accordance with any such approval given.

#### Reason

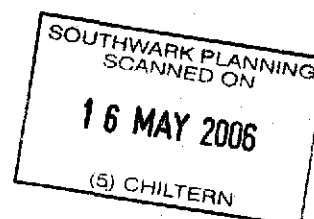
To provide an adequate level of recreational amenity within the development in accordance with Policy H.1.8 'Standard for New Housing' of the Southwark Unitary Development Plan.

- 9 Prior to any work on the permitted development commencing, full particulars and details (2 copies) of a scheme for the ventilation, to an appropriate outlet level, for the ground floor units capable of being used for Class A3 restaurants, snack bars and café purposes, including details of sound attenuation for any necessary plant and the standard of dilution expected, shall be submitted to and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

#### Reason

In order that the Council may be satisfied that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building, and to ensure that the necessary ventilation system is incorporated as an integral part of the development, in the interests of amenity in accordance with Policy E.3.1: Protection of Amenity and Policy S.1.6: Hot Food Outlets of Southwark's Unitary Development Plan, and Planning Policy Guidance 24 Planning and Noise.

Continued overleaf...



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- 10 The Class A1/A2/A3 uses hereby permitted shall not be carried on outside of the hours of 08.00 hours to 23.00 hours on Monday to Saturday or 09.00 hours to 22.30 on Sundays.

#### Reason

In order to protect the amenity of the occupiers and users of the adjoining premises in Belvedere Buildings and Southwark Bridge Road from undue noise and disturbance, in accordance with Policy E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan and policy 3.2 'Protection of Amenity' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

- 11 Notwithstanding the information shown on the approved drawings, no work shall commence on the development hereby permitted before details (2 copies) of the arrangements for the storing of domestic refuse, incorporating amendments as necessary, have been submitted to and approved by the local planning authority and the facilities approved have been provided in accordance with that approval and are available for use by the occupiers of the dwellings. In particular the information should address the following:
- (i) demonstration that there is sufficient capacity for refuse storage based upon the number of flats (30 litres of refuse each) plus the total numbers of bedrooms (70 litres of refuse each), the calculation done for each of the three proposed bin areas;
  - (ii) demonstration that the refuse can be collected without having to pull out all refuse bins before the emptied bins can be returned;
  - ~~(iii) demonstration that there is sufficient access for residents to use all bins within the stores, including the provision of additional internal door access;~~
  - (iv) clear identification of the recycling facilities.

The facilities shall thereafter be retained for refuse/recycling storage and the space used for no other purpose without the prior written consent of the Council as local planning authority.

#### Reason

In order that the Council may be satisfied that suitable facilities for the storage of refuse will be provided and retained in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy E.3.1: Protection of Amenity and Policy T.1.3: Design of Development and Conformity with Council's Standards and Controls of Southwark's Unitary Development Plan.

- 12 The Class A1, A2, A3 and B1 Uses hereby permitted shall not be commenced before details (2 copies) of the arrangements for the storing of refuse and recycling facilities have been submitted to and approved by the Local Planning Authority and the facilities approved have been provided and are available for use by the occupiers and users of the premises. The facilities shall thereafter be retained for refuse storage and the space used for no other purpose without the prior written consent of the Council as local planning authority.

#### Reason

In order that the Council may be satisfied that suitable facilities for the storage of refuse will be provided and retained in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy E.3.1: Protection of Amenity and Policy T.1.3: Design of Development and Conformity with Council's Standards and Controls of Southwark's Unitary Development Plan.

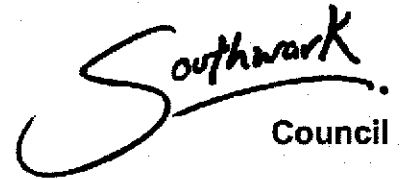
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- 13 The whole of the car parking area shown on drawing no. 180\_PA\_1.01 Rev A hereby approved shall be implemented as a workable scheme and made available, and retained for the purposes of car parking for vehicles of the occupiers of the residential buildings hereby approved (including visitors) and no trade or business shall be carried on therefrom. The 31 designated residential parking spaces shall be made available only to the occupiers of the residential units hereby approved, no more than one space per residential unit, with one space being designated to each of the 4-bedroom maisonettes on the ground and first floors of the new block on Belvedere Buildings, with all of these spaces being suitable for disabled users (see condition 13). The loading bay shall be retained and made available for all the occupiers and visitors (including deliveries) of the development hereby approved, including the Class A1/A2/A3/B1 accommodation, or any other servicing/maintenance visitors to the building as a whole.

#### Reason

To ensure that on-site parking is maintained for its intended use, to minimise blocking of the surrounding streets and in the interests of highway and pedestrian safety, in accordance with Policy T.1.3 'Design of Development and Conformity with Council Standards and Controls' of the Southwark Plan adopted July 1995.

- 14 Before works commence on any part of the development hereby approved, detailed drawings (2 copies, at scale 1:20) showing the overall parking and the layout and locations of the disabled parking (minimum standard 3.6m x 4.8m) associated with the 8 No. 4-bedroom Lifetime Homes on Belvedere Buildings shall be submitted to and approved by the Council as local planning authority, and thereafter retained in accordance with any approval given.

#### Reason

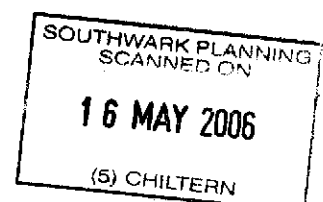
To ensure the provision of adequate parking for people with disabilities in accordance with Policy E.2.4 Access and Facilities for People with Disabilities and Policy T.1.3 Design of Development and Conformity with Council Standards and Controls of the Southwark Unitary Development Plan, and to ensure compliance with the Lifetime Homes standards.

- 15 Detailed drawings of a landscaping scheme (2 copies) for the first floor courtyard garden, including provision for the planting of suitable trees and shrubs, showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any access or pathways) shall be submitted to and approved by the Council before occupation of any of the accommodation hereby approved, and the landscaping scheme approved shall thereafter be carried out in the first appropriate planting season following completion of the building works.

#### Reason

In order that the Council may be satisfied with the proposed landscaping proposals and the external appearance of the development and in the interest of visual amenity, in accordance with Policy E.2.5 'External Space' and E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan and Policy 3.2 'Protection of Amenity' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005 and draft Open Spaces SPG.

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- 16 No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted (2 copies) by the applicant and approved by the Local Planning Authority.

**Reason**

In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied.

- 17 No development shall take place until a detailed scheme (2 copies) showing the scope and arrangement of foundation design and all new groundworks, which may have an impact on archaeological remains, has been approved in writing by the Local Planning Authority and that the scheme will be monitored by the Council.

**Reason**

To ensure that archaeological remains are not disturbed or damaged by foundations and other groundworks but are, where appropriate, preserved in situ.

- 18 The cycle storage facilities (for 168 cycles) as shown on the approved drawings shall be provided before the units hereby approved are occupied and thereafter such facilities shall be retained and the space used for no other purpose without prior written consent of the local planning authority.

**Reason**

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with Policy E.3.1 'Protection of Amenity' and T.1.3 'Design in Conformity with Council Standards' of the Southwark Unitary Development Plan.

- 19 Details of (i) any external lighting [including design, power and position of luminaires] and security surveillance equipment of external areas surrounding the building, and (ii) details of the internal CCTV, entrance access control and 24 hour concierge control for the two main residential entrances to the flats, shall be submitted to (2 copies) and approved by the Local Planning Authority before occupation of any part of the development and these items/matters shall thereafter not be carried out otherwise than in accordance with any approval given.

**Reason**

In order that the Council may be satisfied as to the details of the development in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers in accordance with Policies E.1.1 'Safety and Security in the Environment' and E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan.

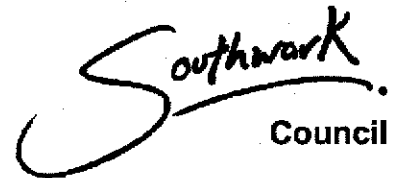
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- 20 No structures (including freestanding signs, displays or advertisements) or planting, exceeding 0.9m height overall shall be placed or erected within the area of visibility of the vehicular splay(s) on Webber Street hereby approved.

**Reason**

In order that the Council may be satisfied that the proposal will not compromise highway safety in accordance with Policy T.1.3 'Design of Development and Conformity with Council's Standards and Controls', Policy T.4.1 'Measures for Cyclists' and Policy T.2.1 'Measures for Pedestrians' of Southwark's Unitary Development Plan adopted July 1995.

- 21 Parking bays 1,2 and 8 as shown on plan number 180/A\_PA\_1.01 Rev. A hereby approved shall be designated as disabled parking bays, laid out in accordance with lifetime homes standards, and henceforth used only in such capacity.

**Reason**

To ensure adequate parking is provided for persons of limited mobility in accordance with Policy T.6.2(iv) 'Publicly/Customer Available Off-Street Parking and Resident's Parking' of the Southwark Unitary Development Plan adopted 1995 and Policy 5.7 'Parking Standards for disabled people and the Mobility Impaired' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

- 22 Prior to any work on the permitted development commencing, tracking diagrams and details of the largest vehicle utilising the loading bay depicted on plan number 180/A\_PA\_1.01 Rev.A shall be submitted to (2 copies) and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

**Reason**

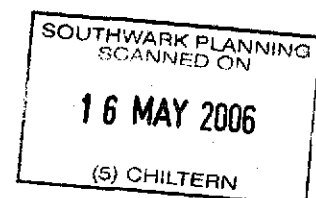
To ensure that the loading bay can be practically used in accordance with Policy 3.10 'Efficient Use OF Land' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

- 23 The development authorised by this permission shall not begin until the local planning authority has approved a full scheme of landscape works incorporating all land between the building line hereby approved and the heel of the gutter as it pertains to the junction of Webber Street, Southwark Bridge Road and Great Suffolk Street. The occupation of the development shall not begin until those works have been completed in accordance with the local planning authority's approval and have been certified in writing as complete by or on behalf of the local planning authority.

**Reason**

In order that the Council may be satisfied with the proposed landscaping proposals and the external appearance of the development and in the interest of visual amenity, in accordance with Policy E.2.5 'External Space' and E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan and Policy 3.2 'Protection of Amenity' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005 and draft Open Spaces SPG.

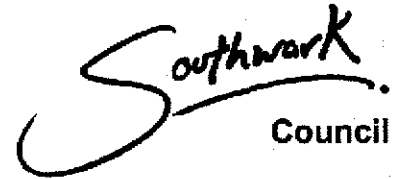
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- 24 The development authorised by this permission shall not begin until the local planning authority has approved in writing a Green Travel Plan covering all aspects of this development.

**Reason:**

To ensure that the new development accords with the principles of sustainable development and in accordance with Policy Policy '5.2 'Transport Impacts' of The Southwark Plan [Revised Draft] February 2005.

- 25 No roof plant, equipment or other structures, other than as shown on the plans hereby approved or approved pursuant to a condition of this permission, shall be placed on the roof or be permitted to project above the roofline of any part of the building[s] as shown on elevational drawings or shall be permitted to extend outside of the roof plant enclosure[s] of any building[s] hereby permitted without the prior written consent of the Local Planning Authority.

**Reason**

In order to ensure that no additional plant etc. is placed on the roof of the building in the interest of the appearance and design of the building and the visual amenity of the area in accordance with Policies E.2.3 'Aesthetic Control' and E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan.

- 26 Prior to any work on the permitted development commencing, plans showing the location of cctv camera's to be installed around the site and associated management and procedures documentation explaining the ongoing management of the cctv system shall be submitted to (2 copies) and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

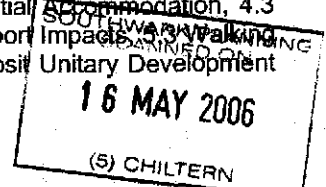
**Reason**

To ensure that the security of the building and the safety of residents is of an acceptable level in accordance with Policy E.1.1 'Safety and Security in the Environment' of the adopted Unitary Development Plan and Policy 3.14 'Designing Out Crime' of the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.

### Reasons for granting planning permission.

This planning application was considered with regard to various policies including, but not exclusively:

- a) Policies E.1.1 Safety and Security in the Environment, E.2.1 Layout and Building Design, E.2.2 Heights of Buildings, E.2.3 Aesthetic Control, E.2.4 Access and Facilities for People with Disabilities, E.2.5 External Space, E.3.1 Protection of Amenity, E.5.1 Archaeology, R.2.2 Planning Agreements, Policy H.1.3 New Housing Policy, H.1.4: Affordable Housing, Policy H.1.5 Dwelling Mix of New Housing, Policy H.1.6 Sites Suitable for Houses with Gardens, Policy H.1.7 Density of New Residential development, Policy H.1.8: Standards for New Housing, Policy B.1.1: Protection of Employment Areas and Identified Sites, Policy B.1.3 Protection of Warehouses, Policy S.1.6 Hot Food Outlets, Policy S.2.1 New Retail Outlets Under 2,000 sq.m., T.1.2 Location of Development in Relation to the Transport Network, T.1.3 Design of Development and Conformity with Council Standards and Controls, T.6.3 Parking Space in New Developments, T.4.1 Measures for Cyclists, Supplementary Planning Guidance No1: Design and Layout of Developments and No 5: Standards Controls and Guidelines for Residential Development of the Southwark Unitary Development Plan 1995
- b) Policies 1.1 Access to Employment Opportunities, 1.2 Local Policy Areas, 1.5 Mixed use developments, 1.8 Location of Retail Provision, 2.5 Planning Agreements, 3.2 Protection of Amenity, 3.3 Sustainability Appraisal and Policy 3.4 Energy Efficiency, 3.7 Waste reduction, 3.10 Efficient use of Land 3.11 Quality in Design and 3.13 Urban Design, 3.12 Design Statement, 3.14 Designing Out Crime, 3.19 Archaeology, 4.1 Density of Residential Development, 4.2 Quality of Residential Accommodation, 4.3 Mix of Dwellings 4.4 Affordable Housing, 5.1 Locating development, 5.2 Transport Impacts, 5.3 Walking and Cycling and 5.6 Car parking, of the the Southwark Plan [Revised Deposit Unitary Development Plan] February 2005.





- c] Policies 2A.1, 3A.1, 3A.4, 3A.7, 3B.4, 3C.1, 3C.22, 4A.7, 4B.1, 4B.3, 4B.4, and 4B.6 of the London Plan [February 2004].
- d] Planning Policy Guidance Notes 1, 3, and 13.

Particular regard was had to the inclusion of non-employment uses within a designated Employment Area that would result from the proposed development but it was considered that this would be outweighed by the provision of new residential accommodation, including affordable housing, that would follow from the proposed development. Particular regard was also had to the draft policy changes and proposed de-designation of the site as an Employment Area. It was therefore considered appropriate to grant planning permission having regard to the policies considered and other material planning considerations.

Signed



Phil Chambers  
Acting Head of Development & Building Control

**Your attention is drawn to the notes accompanying this document**

Any correspondence regarding this document should quote the Case Number and LBS Registered Number and be addressed to: Head of Development and Building Control, Council Offices, Chiltern, Portland Street, London SE17 2ES. Tel. No. 020 7525 5000

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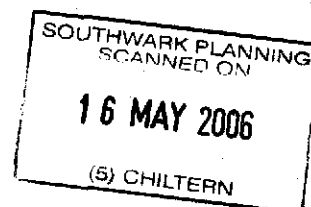
Date of Issue of this decision:



### IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

- [1] **APPEALS TO THE SECRETARY OF STATE.** If you are aggrieved by this decision of the Council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice using a form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel. 0117-3726372]. The form can also be downloaded from the Inspectorate's website at [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk). The Secretary of State can allow a longer period for giving notice of an appeal but will not normally use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- [2] **PURCHASE NOTICES.** If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.
- [3] **PROVISIONS FOR THE BENEFIT OF THE DISABLED.** Applicants are reminded that account needs to be taken of the statutory requirements of the Chronically Sick and Disabled Persons Act 1970 to provide access and facilities for people with disabilities where planning permission is granted for any development which provides:
- (i) buildings or premises to which the public are to be admitted whether on payment or otherwise - [Sections 4 & 7 of the Act];
  - (ii) premises in which people are employed to work as covered by the Offices, Shops & Railway Premises Act 1963 & Section 175 of the Factories Act 1961- [Sections 7 & 8A of the Act];
  - (iii) premises to be used as a university, university college or college, school or hall of a university, or intended as an institution within the PEFCE funding sector, a school or an institution of higher or further education - [Sections 7 & 8 of the Act].
- Attention is also drawn to the Code of Practice for Access of the Disabled to Buildings [BS 5810: 1979], Design Note 18 "Access for the Disabled to Education Buildings" published in 1984 and "Access and Facilities for Disabled People" 1999 edition, Approved Document M, The Building Regulations [Amendment] Regulations 1998 or any such prescribed replacement.
- [4] **OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION.** The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.
- [5] **WORKS AFFECTING THE PUBLIC HIGHWAY.** You are advised to consult the Council's Highway Infrastructure Group [tel. 020-7525-5404] as to any works proposed to, above or under any carriageway, footway or forecourt.
- [6] **THE DULWICH ESTATE SCHEME OF MANAGEMENT.** Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].
- [7] **BUILDING REGULATIONS.** You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984, Building Regulations 1991 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. 020-7525-5500].
- [8] **THE PARTY WALL Etc. ACT 1996.** You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near a neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the ODPM Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

**IMPORTANT:** This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.



DATED 21 FEBRUARY 2006

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

- and -

**BELGRAVE LAND (SOUTHWARK) LIMITED**

- and -

**DUNBAR BANK PLC**

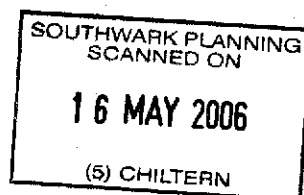
AGREEMENT PURSUANT TO SECTION 106 OF  
THE TOWN AND COUNTRY PLANNING ACT 1990

AND OTHER POWERS IN RELATION TO LAND KNOWN AS:

**122-144 Southwark Bridge Road and 124 -132 Webber Street, London SE1**

Deborah Holmes  
Borough Solicitor  
London Borough of Southwark  
South House  
30-32 Peckham Road  
London  
SE5 8PX

Ref: LEG/RP/PL/S106/113157/RM



**THIS DEED** is made the 21 day of FEBRUARY Two thousand and six

**BETWEEN**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of the Town Hall Peckham Road London SE5 8UB of the first part (hereinafter referred to as "the Council");

**AND**

- (2) **BELGRAVE LAND (SOUTHWARK) LIMITED** (Company No.5015898) whose address for service is 31-35 Clarendon Road, Watford, Herts WD1 8JA and 56 Grosvenor Hill, London W1K 3QT of the second part (hereinafter referred to as "the Developer")
- (3) **DUNBAR BANK**(Company No.966713) whose address for service is 9-15 Sackville Street, London W1A 2JP of the fourth part (hereinafter referred to as "the Mortgagee")

**WHEREAS:**

- (A) The Developer wishes to construct the Development in accordance with the Planning Permission and the obligations contained herein upon the Site.
- 
- (B) The Developer is the leasehold owner of title Number SGL298110 registered with Title Absolute at H.M. Land Registry ("Southwark Bridge Road Trading Estate").
- (C) The Developer is the freehold owner of the site registered with Title Absolute under title number TGL219919 at H.M. Land Registry ("122 Southwark Bridge Road, 124 and 134 (even numbers (Webber Street))" and of the Southwark Bridge Road Trading Estate the purchase of which was completed by the Developer on 23 November 2005 and which is the subject of a pending application for first registration under pending title number TGL266120
- (D) The Mortgagee has a registered charge on the land described in recital (B) and (C) and hereby consents to the Developer entering into this Agreement and consents to the Site referred to in Recital (B) and (C) being bound by the covenants, obligations and undertakings contained herein
- (F) The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Town and Country Planning Act 1990.

- (G) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (H) Having regard to the provisions of the UDP and the planning considerations affecting the Site the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the parties are willing to enter into this Deed.

**NOW THIS DEED WITNESSETH:**

**1. Definitions and Interpretation**

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

**"Acts"**

Section 106 of the Town and Country Planning Act 1990; section 27 of the Greater London Council (General Powers) Act 1969, section 16 of the Greater London Council (General Powers) Act 1974, section 111 of the Local Government Act 1972, section 2 Local Government Act 2000 and each case any statutory amendment variation substitution or re-enactment thereof together with all other statutory powers and Acts pursuant to which the parties hereto shall be empowered to enter this Deed;

**"Affordable Housing"**

Housing which is attainable for purchase and/or rental to households who are unable to buy or rent housing locally on the open market and in the case of Shared Ownership Housing shall refer to accommodation which is attainable for purchase by households whose total gross annual income does not exceed £23,071 in respect of 1 bed dwellings, or £27,643 in respect of 2 bed dwellings and in all cases whose total annual expenditure upon rent, mortgage, and service charges does not exceed one-third of the gross household income. All income thresholds are to rise annually from the date of this Deed in accordance with the annual percentage increase in the consumer price index or the successor index issued by the Office of National Statistics.

<b>"Affordable Housing Units"</b>	62 residential units to be constructed upon the Site in accordance with Housing Corporation Scheme Development Standards issued by HABINTEG extant on the Implementation Date being more particularly described in Schedule 4 attached hereto;
<b>"Application"</b>	The Application for planning permission submitted by the Developer to the Council and received by the Council on 21/03/2005 for which a resolution to grant permission has been passed conditionally on 14 June 2005 under reference (LBS Registered Number 05-AP-0495), subject to the conclusion of this Agreement ;
<b>"Council"</b>	The party of the first part hereto which shall include its statutory successors and assigns from time to time;
<b>"Developer"</b>	The party of the second part hereto which shall include its successors and assigns from time to time;
<b>"Mortgagee"</b>	The party of the third part hereto which shall include its successors and assigns from time to time;
<b>"Development"</b>	Demolition of existing buildings on the site bounded by Southwark Bridge Road/Webber Street/Belvedere Buildings (excluding 98 Webber Street and adjoining electricity substation) and erection of a mixed use development comprising commercial (office/light industrial uses), and alternative retail, financial/professional services and/or restaurant, snack bar café uses, and 164 housing units within new buildings of lower ground and part 3 storeys (fronting Belvedere Buildings) and part 4 to part 8 storeys (fronting Southwark Bridge Road/Webber Street), and basement car parking (31 spaces) with vehicular access from Webber Street, and cycle store, refuse store and landscaping/amenity space as shown on drawing numbers 180/A-EX-1.01, 1.02, PA-1.01 Rev A, 1.02 Rev A, 1.03 Rev A, 1.04 Rev A, 1.05 Rev A, 1.06 Rev A, 1.07 Rev A, 1.08 Rev A, 1.09 Rev A, 1.10 Rev A, 2.01 Rev B, 2.02 Rev A, 2.03 Rev A, 2.04 Rev A, 2.05 Rev B, 3.01 Rev A & 3.02 Rev A ;

**"Director of  
Regeneration"**

The Council's Director of Regeneration or any other officer or person exercising the authority of the Director of Regeneration for the time being

**"Implementation  
Date"**

The date upon which a material operation as defined in section 56 of the Town and Country Planning Act 1990 shall be carried out in respect of the Development upon the Site and for the purposes of this definition the term "material operation" in Section 56 of the Act shall not include operations in connection with site clearance archaeological investigation for the purposes of assessing contamination remedial action in respect of any contamination diversion and laying of services and the erection of means of enclosure for the purpose of site security

**"Market Value"**

The open market existing use value (taking account of assumptions set out in clause 9.1.5.1.) for which the relevant Affordable Housing Unit could reasonably be expected to sell on the date on which (a) the mortgagee chargee or receiver serves notice of default or (b) in the case of a tenant such tenant ~~serves notice of its intention to sell the relevant~~ Affordable Housing Unit on the Council and the Registered Social Landlord.

**"Plan"**

The plan of the Site annexed hereto;

**"Planning  
Permission"**

The planning permission for the Development in the form of the draft attached hereto as Schedule 1;

**"Registered Social  
Landlord"**

A registered social landlord within the meaning of the Housing Act 1996 (and any amendment re-enactment or successor provision), such registered social landlord to be drawn from the Approved List of Registered Social Landlords attached hereto as Schedule 3, or a registered social landlord registered with the Housing Corporation which is not on the list but has been approved for the purposes of this Deed in writing by the Director of Regeneration such approval not to be unreasonably withheld or delayed;

<b>"Remaining Units"</b>	The self-contained flats forming part of the Development other than the Affordable Housing Units;
<b>"Shared Ownership Lease"</b>	A lease of an Affordable Housing Unit disposed of on shared ownership terms as defined in Section 2(6) Housing Act 1996 ;
<b>"Site"</b>	The land known as Southwark Bridge Road Trading Estate and 122-144 Southwark Bridge Road and 124 - 132 Webber Street, London, SE1 as the same is for the purpose of identification only shown edged black on the plan annexed hereto;
<b>"Site and Development Facilities"</b>	The facilities set out in Schedule 2 attached hereto;
<b>"Site and Development Payment"</b>	The sum of £375.000.00, (three hundred and seventy five thousand pounds);
<b>"Southwark Bridge Road Trading Estate"</b>	The land referred to in Recital (B)

<b>"122 Southwark Bridge Road, 124 and 134 (even Numbers) Webber Street"</b>	The land referred to in Recital (C)
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<b>"UDP"</b>	The Council's 1995 Unitary Development Plan.
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- 1.2 Where in this Deed reference is made to a clause, paragraph, schedule or plan it is to a clause, paragraph, schedule or plan in this Deed.
- 1.3 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.
- 1.4 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted.



FROY  
HOUSE

  
AUTHORISED  
SIGNATORY

SOUTHWARK COUNCIL PL

CASE FILE C

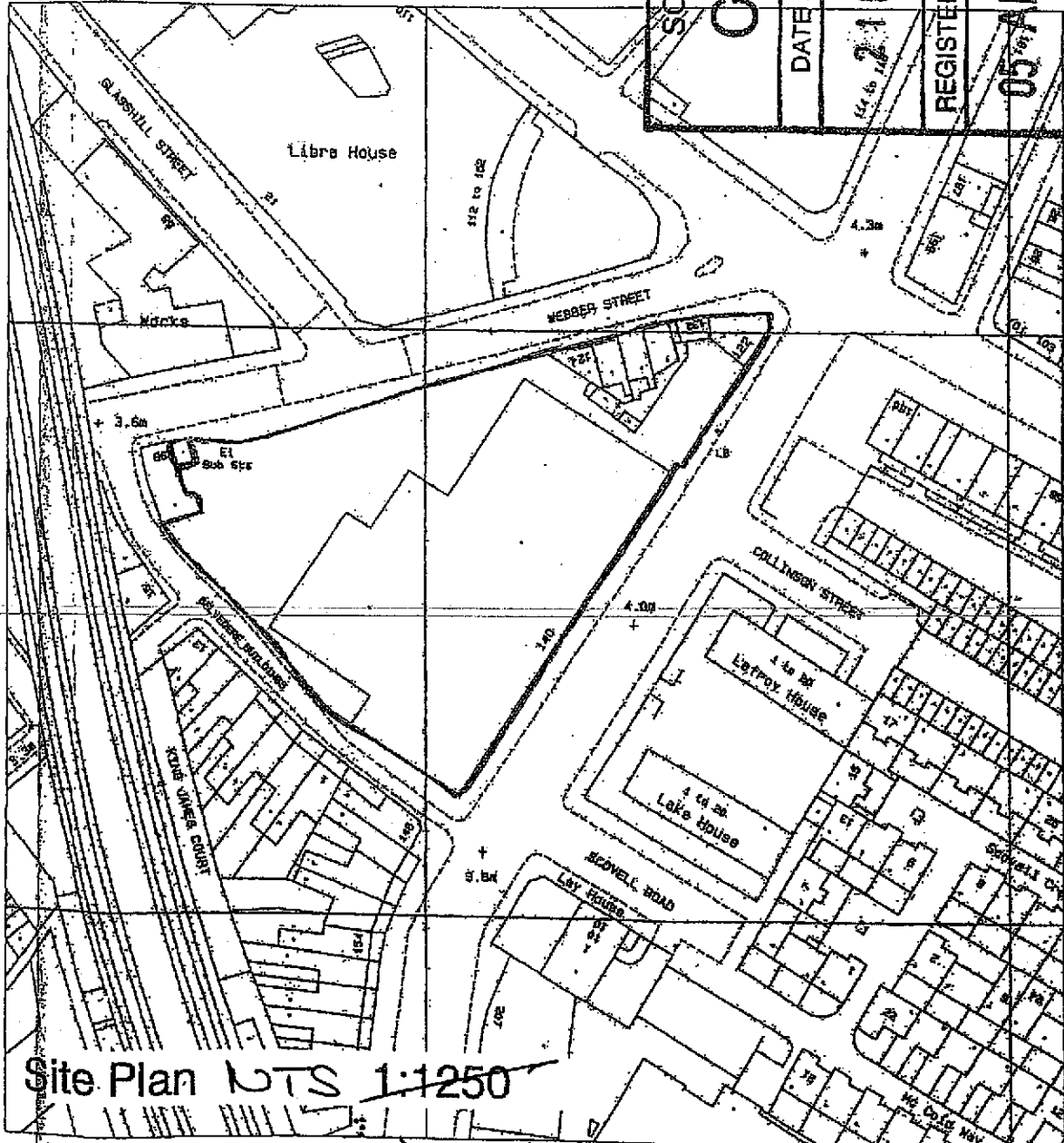
DATE RECEIVED

14 to 21 MAR 2005

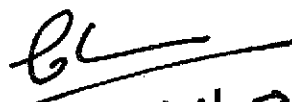
DECISION

REGISTERED NUMBER

05 AP 0495



Stallus + Bolton  
as solicitors  
only authorised  
for Belgrave Land  
(Southwark) Limited

  
Solicitors  
for and on behalf  
of Dunbar Bank plc

## **2. Statutory Provisions**

- 2.1 This Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that the covenants given by the Developer to the Council shall come into effect on the Implementation Date and that subject to clause 9.2 the same shall be enforceable without limit of time not only against the Developer but also subject to clause 9.1 against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person
- 2.2 The Developer enters into this Deed as freeholder and leaseholder of the Southwark Bridge Road Trading Estate so as to bind the freehold and leasehold interest referred to in Recitals (B) and (C) pursuant to section 106(3) (b) of the Town and Country Planning Act 1990
- 2.3 The Mortgagee enters into this Deed as Mortgagee of the Site so as to consent to the obligations in this Deed on the part of the Developer.

## **3. Site and Development Payment**

- 3.1 The Developer covenants with the Council that it will pay to the Council the Site and Development Payment by way of CHAPS transfer into National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch PO Box 35, 10 Southwark Street, London SE1 1TT within 14 days of the Implementation Date
- 3.2 The Council shall, pursuant to the Local Government Act 2003, be at liberty to charge the Development Payment to a Council revenue account and, for the avoidance of doubt, it is agreed and declared that this shall be without prejudice to the Council's right to apply the Site and Development Payment to revenue purposes or to capital purposes or partly to the one and partly to the other to the extent permitted by the provisions of Schedule 2 hereto

The Council covenants that

- (A) it will expend or apply the Site and Development Payment or any part or parts thereof upon the Site and Development Facilities and its professional costs associated with the Site and Development Facilities
- (B) in the event that it fails to expend the Site and Development Payment or any part or parts thereof before the tenth anniversary of the date of

this Agreement the Council shall refund the Site and Development Payment or such parts thereof as had not been expended by the Council within the time specified to the payer, together with interest thereon at the base rate of National Westminster Bank plc over the period that the monies were held by the Council.

- 3.2 The Developer hereby covenants that no part of the Development shall be used or occupied unless and until the obligation contained within Clause 3.1 has been complied with.

#### **4. Affordable Housing**

- 4.1 The provisions of this clause 4.1 shall come into effect on the Implementation Date

- 4.2 The Developer covenants

- 4.2.1 to construct or procure the construction of the Affordable Housing Units as part of the Development upon the Site at no cost to the Council.

- 4.2.2 that the Affordable Housing Units shall be completed no later than the Remaining Units and handed over to the Registered Social Landlord upon completion and that no more than 50% of the Remaining Units to be constructed as part of the Development shall be occupied unless and until:

- 
- 4.2.2.1 the Affordable Housing Units have been constructed on Site and made ready for occupation to the reasonable satisfaction of the Director of Regeneration; and

- 4.2.2.2 handed over to the Registered Social Landlord upon completion; and

- 4.2.2.3 the Developer has entered into a binding agreement to grant a long lease or leases for a term of at least one hundred and twenty five years of the Affordable Housing Units to the Registered Social Landlord and evidence of such agreement has been provided to the Council

- 4.3 The total consideration payable by a Registered Social Landlord for the grant of the lease and for the construction of the Affordable Housing Units in aggregate shall be limited to an amount whereby the Registered Social Landlord need not apply for nor obtain any of the following:

- (A) Housing Corporation Social Housing Grant pursuant to section 18 of the Housing Act 1996

- (B) a local authority social housing grant pursuant to section 22 of the Housing Act 1996
  - (C) any other grant loan or similar scheme within the meaning Chapter III of Part I of the Housing Act 1996
  - (D) Any amendments re-enactments or successor provisions pertaining to (a)(b) and (c) above
  - (E) provided that nothing in Clause 4.2.2.3 above prohibits the payment by the Registered Social Landlord to the Developer of any amounts from the Registered Social Landlord's own resources or which it may raise by means of private financing
- 4.4 Within 3 months of the Implementation Date the Developer covenants that it shall submit to the Director of Regeneration the name of the chosen Registered Social Landlord (for his approval only in the case of a Registered Social Landlord not on the Council's approved list such approval not to be unreasonably withheld or delayed)
- 4.5 Subject to the provisions of Clause 9 the Developer covenants that the Affordable Housing Units shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in the Southwark-UDP area in perpetuity.
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## **5. Developer to Notify Council**

- 5.1 The Developer undertakes to notify the Council by written notice of
- 5.1.1 immediately of the occurrence of the Implementation Date; and
  - 5.1.2 its intention to make the payment referred to in clause 3.1 above specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 working days immediately preceding the making of such payment; and
  - 5.1.3 the occurrence of the date of completion of the construction of the Affordable Housing Units as soon as reasonably practicable; and
  - 5.1.4 the occurrence of the completion of the sale of the 50% and 80% Remaining Unit as soon as reasonably practicable.

- 5.2 The Council hereby undertakes to notify the Developer as soon as reasonably practicable that the Affordable Housing Units have been constructed to the reasonable satisfaction of the Director of Regeneration

**6. Mortgagee's Consent**

The Mortgagee hereby consents to the Developer entering into this Deed and acknowledges that from the date hereof the Site shall be bound by the positive and restrictive covenants and undertakings specified in this Deed and should the Mortgagee become a mortgagee in possession of the Site it shall agree to be bound by those provisions of this Deed which are binding on the Developer and the Mortgagee further agrees that it will not carry out or procure the Development without performing and observing the positive and restrictive covenants and undertakings specified in this Deed insofar as the Developer has failed to do so PROVIDED THAT the Mortgagee shall not be liable for any breach of the covenants in this Deed unless the same either are committed by the Mortgagee or are committed by the Mortgagee during such period as the Mortgagee is in possession of the Site or the part on which such breach occurs as mortgagee in possession AND PROVIDED FURTHER for the avoidance of doubt that the Mortgagee shall not in any event be liable for any breach of this Deed arising prior to the Mortgagee becoming a mortgagee in possession of the Site or such part thereof as aforesaid.

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**7. Registration**

- 7.1 Immediately after the execution of this Deed, the Developer shall make application to H.M. Land Registry for entries relating to this Deed to be made in the charges register of the Title Numbers referred to in Recitals (B) and (C) above so as to bind the Site as provided for in the before-mentioned statutory provisions
- 7.2 If the Developer fails to make application as aforesaid the Council shall (without prejudice to any other right) be entitled to register the Deed as aforesaid and thereafter recover the expenses incurred in doing so from the Developer and the Developer hereby covenants with the Council to do or concur in doing all things necessary to enable the said entries to be made.
- 7.3 The covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.

**8. Site Not To Be Encumbered**

- 8.1 The Developer hereby covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any party hereto may be prevented from carrying out their covenants and obligations contained herein

**9 Enforceability of Obligations**

- 9.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:

9.1.1 any mortgagee of a Registered Social Landlord or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver

9.1.2 any mortgagee of a residential tenant or person to whom a Registered Social Landlord grants a Shared Ownership Lease or transfer or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver;

9.1.3 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

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**Provided that:**

- a. any power of sale available to any mortgagee chargee or receiver arising under a mortgage or charge over any Affordable Housing Unit shall only be exercised in the event of there being default of any obligation to such mortgagee or chargee, whereupon the mortgagee chargee or receiver shall serve notice of such default on the Council and the Registered Social Landlord
- b. within 20 working days of the date of such notice the Council or the Registered Social Landlord may serve a counter-notice on the mortgagee chargee or receiver notifying it's intention to purchase the mortgagor or chargors interest in the Affordable Housing Unit from the mortgagee chargee or receiver
- c. In the event that no counter notice is served the mortgagee chargee or receiver may proceed with the sale of the mortgagor or chargors interest in the Affordable Housing Unit on the open market free from the terms of this Agreement

- d. In the event that a counter notice is served ,the body serving the notice shall have a period of forty working days from the date of service of the notice to complete a transfer of the mortgagor or chargors interest in the Affordable Housing Unit at the Market Value; and
- e. In the event that having served a counter notice the body serving the notice fails to complete the purchase of the mortgagor or chargors interest in the relevant Affordable Housing Unit within the a period of forty working days from the date of service of the counter notice then the mortgagee chargee or receiver may proceed with the sale of the mortgagor or chargors interest in the Affordable Housing Unit on the open market free from the terms of this Agreement
- f. For the avoidance of doubt in the event that both the Council and the Registered Social Landlord serve a counter notice the Registered Social Landlord shall take precedence and the mortgagee chargee or receiver shall only be obliged to complete the transfer to the Registered Social Landlord

And further provided that

- (aa) any tenant who has staircased out and purchased 100% interest in an Affordable Housing Unit and wishes to sell its interest in such Affordable Housing Unit shall serve notice of his intention on the Council and the Registered Social Landlord
- (bb) within 20 working days of the date of such notice the Council or the Registered Social Landlord may serve a counter-notice on the tenant notifying its intention to purchase the Affordable Housing Unit from the tenant
- (cc) In the event that no counter notice is served the tenant may proceed with the sale of the Affordable Housing Unit on the open market free from the terms of this Agreement
- (dd) In the event that a counter notice is served ,the body serving the notice shall have a period of forty working days from the date of service of the notice to complete a transfer of the tenants' interest in the Affordable Housing Unit at the Market Value; and
- (ee) In the event that having served a counter notice the body serving the notice fails to complete the purchase of the Affordable Housing Unit within the a period of forty working days from the date of service of the counter notice then the tenant may proceed

with the sale of the Affordable Housing Unit on the open market free from the terms of this Agreement

- (ff) For the avoidance of doubt in the event that both the Council and the Registered Social Landlord serve a counter notice the Registered Social Landlord shall take precedence and the tenant shall only be obliged to complete the transfer to the Registered Social Landlord

9.1.4 In the event that the Registered Social Landlord does not intend to serve a counter notice on the tenant the Registered Social Landlord shall immediately (and in any event before the end of the period for serving the notice) inform the Council and shall within 2 months give to the Council written reasons why it did not serve the counter notice and shall provide the Council with such further information as to its reasons for not purchasing the Affordable Housing Unit that the Council may reasonably request.

9.1.5

9.1.5.1. The assumptions to be used in assessing the market value are:

- (a) That there is a willing buyer and a willing seller
- ~~(b) That the unit is sold in its current state and condition~~
- (c) That the sale is an arm's length transaction after proper marketing where in the parties had each acted knowledgeably prudently and without compulsion
- (d) That the unit is sold free from the terms of this Agreement subject to the covenants and conditions and all other matters then registered against the title to the same at H M Land Registry except any mortgages or charges (which shall be discharged on or before the disposal) and is subject to the terms of any sub-tenancies then subsisting

9.1.5.2 In the event that the Council or the Registered Social Landlord (as the case may be) and the mortgagee chargee or receiver or tenant (as the case may be) are unable to agree the Market Value within 10 working days of the date of the notice referred to above then both or either of them may apply for the Market Value to be determined by an Arbitrator and in default of agreement as to the name of the Arbitrator the Arbitrator shall be appointed on the application of any of the interested parties by the President for the time being