

London Borough Of Hammersmith & Fulham

---

**Planning Applications Committee**

**Agenda for 5th September 2017**

**Index of Applications, Enforcement Actions, Advertisements etc.**

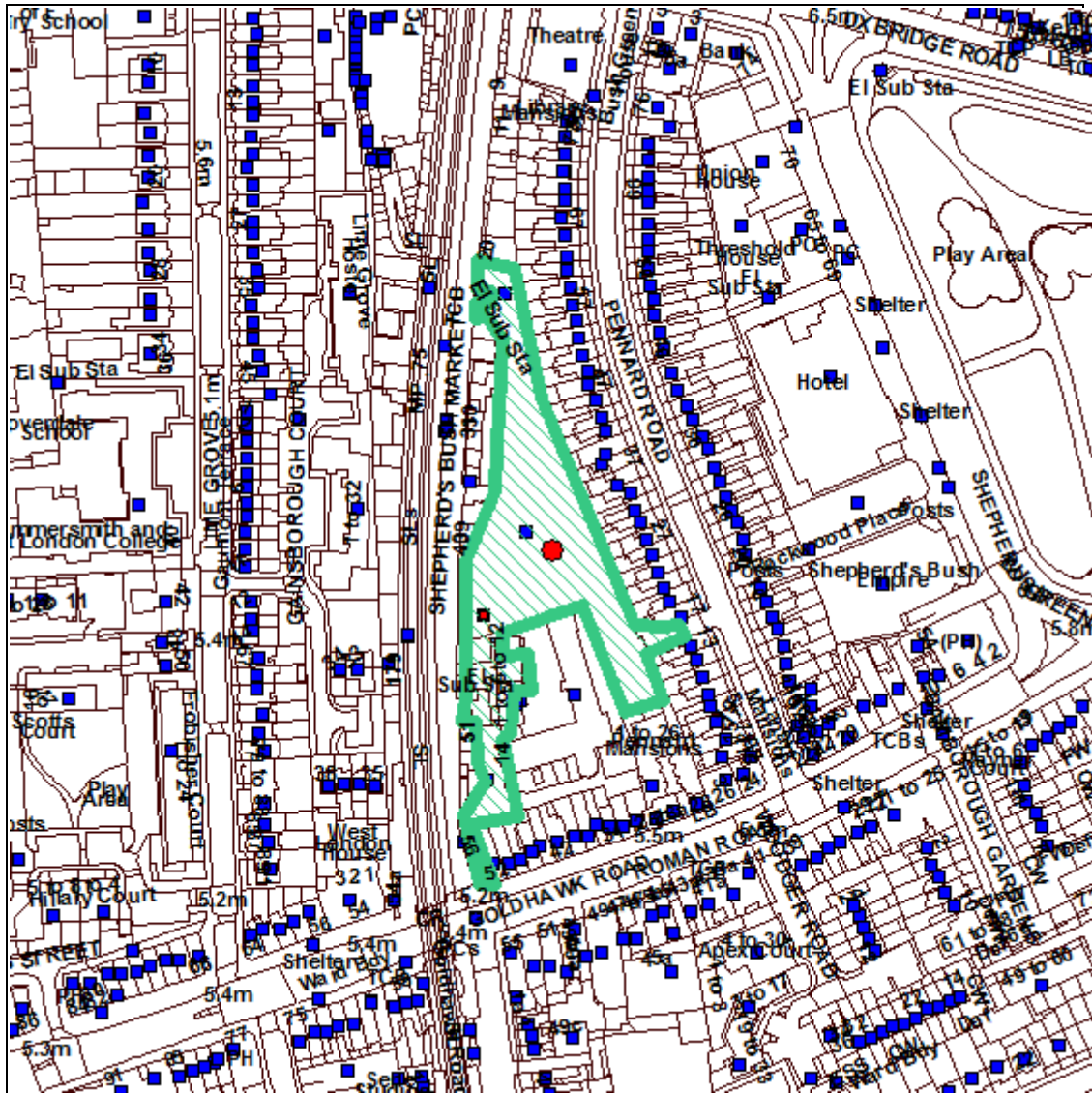
---

<b>WARD: REG NO:</b>	<b>SITE ADDRESS:</b>	<b>PAGE:</b>
Shepherd's Bush Green 2017/01887/FUL	Former Laundry Site Rear Of Nos. 9 - 61 Pennard Road London W12	<b>16</b>
College Park And Old Oak 2017/02737/OPDOBS	2 Scrubs Lane London NW10 6RB	<b>61</b>
Fulham Reach 2017/03230/VAPO	Palace Wharf Rainville Road London	<b>84</b>

**Ward:** Shepherd's Bush Green

**Site Address:**

Former Laundry Site Rear Of Nos. 9 - 61 Pennard Road London W12



© Crown Copyright. All Rights Reserved. London Borough Hammersmith and Fulham LA100019223 (2013).  
For identification purposes only - do not scale.

**Reg. No:**  
2017/01887/FUL

**Case Officer:**  
Sally Shepherd

**Date Valid:**  
10.05.2017

**Conservation Area:**

**Committee Date:**  
05.09.2017

**Applicant:**

U+I Group PLC  
C/O Agent

**Description:**

Temporary use of the site and existing shipping containers for Class B1 office use (46 containers), Class A3/A4/A5 food and beverage use (8 containers), Class D1 community use (7 containers), Class Sui Generis use for associated storage space (9 containers), bicycle storage (2 containers), toilets (2 units) and a fridge unit (1 unit) and the provision of an outdoor events space at ground floor level which includes hard and soft landscaping at ground and first floor level and the provision of 10 timber sheds at first floor level and the creation of a new pedestrian access route from Goldhawk Road for a temporary period of 2 years. (Revised Description)  
Drg Nos: See Condition 2

**Application Type:**

Full Detailed Planning Application

**Officer Recommendation:**

That the application be approved subject to the condition(s) set out below:

1) TIME LIMITS

The proposed development is permitted for a limited period of two years only from the date of this planning permission.

Reason: To allow the Council to assess the impact of the operation of the use on the amenities of surrounding occupiers in accordance with policy BE1 of the Core Strategy (2011) and policies DM H9 and H11 of the Development Management Local Plan (2013).

2) APPROVED DRAWINGS AND DOCUMENTS

The development shall be carried out and completed in accordance with the following approved drawings and documents:

Design and Access Statement prepared by We Like Today and Farrer Huxley Associates dated August 2017;

Landscape Statement prepared by Farrer Huxley Associates (Ref. 170724-FHA-693-R-01-P2);

Noise Impact Assessment prepared by Scotch & Partners Acoustics (dated July 2017);

Drawings: SBM\_1001\_Rev A ; SBM\_1002\_Rev A; SBM\_1003\_ Rev A;  
SBM\_1004\_ Rev A; SBM\_1005\_Rev A; SBM\_1010\_ Rev A; SBM\_1012\_ Rev B;  
SBM\_1013\_ Rev B; SBM\_1013a\_ Rev A; SBM\_1014\_ Rev A; SBM\_1014a\_ Rev  
A; SBM\_1015\_ Rev A; SBM\_1016\_ Rev A; SBM\_1017\_ Rev A; SBM\_1022;  
SBM\_1023; SBM\_2001\_ Rev A; SBM\_2002\_ Rev A; SBM\_2003\_ Rev A;  
SBM\_2004; SBM\_2005; SBM\_2005a; SBM\_2006; SBM\_2010\_ Rev B;

SBM\_2011\_ Rev A; SBM\_2012\_ Rev B; SBM\_2013\_ Rev A; SBM\_2014;  
SBM\_2014a; SBM\_2015.

Reason: To ensure full compliance with the application hereby approved and to prevent harm arising through deviations from the approved plans, in accordance with policy BE1 of the Core Strategy (2011) and policies DM G1 and DM G7 of the Development Management Local Plan (2013).

### 3) SITE CLEARANCE

All containers, structures and enclosures shall be taken down and removed from the site within three months after the end date of the planning permission and the site will be restored to the condition it was in prior to the installation of the containers and structures on the site.

Reason: In the interests of visual amenity, in accordance with policy BE1 of the Core Strategy (2011) and policies DM G1 and DM G7 of the Development Management Local Plan (2013).

### 4) OPENING HOURS

All premises shall only be permitted to open during the hours:

- o 09.00-20.00 Monday, Tuesday, Wednesday, Sunday and Bank Holidays (with all staff off-site by 20.30), and
- o 09.00-22.00 Thursday, Friday and Saturday (with all staff off-site by 22.30).

Reason: To ensure that the amenity of occupiers of the surrounding premises is not adversely affected by noise from activities or people at or leaving the site, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

### 5) FIRST FLOOR OPENING HOURS

The first floor areas shall not be open to staff or customers after 20:00 hours on any day.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

### 6) DELIVERIES AND COLLECTIONS

No deliveries nor collections/loading nor unloading shall occur at the development hereby approved other than between the hours of 07:30 to 20:00.

Reason: To ensure that the amenity of occupiers of the development site/surrounding premises is not adversely affected by noise, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

## 7) EXTERNAL LIGHTING

External artificial lighting at the development shall not exceed lux levels of vertical illumination at neighbouring premises that are recommended by the Institution of Lighting Professionals in the 'Guidance Notes for The Reduction Of Light Pollution 2011'. Lighting should be minimized and glare and sky glow should be prevented by correctly using, locating, aiming and shielding luminaires, in accordance with the Guidance Notes.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by lighting, in accordance with policies DM H10 and H11 of the Development Management Local Plan (2013).

## 8) AMPLIFIED SOUND/MUSIC

The level of amplified sound from the proposed development, measured as a 15 minute LAeq, shall be set at a level such that it is 10dBA below the concurrent background LA90(15min) level when measured or predicted at 1.0m from the facade of the nearest residential premises. The set level shall be controlled by a noise limiter or other device to ensure that the permitted set level is not exceeded.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

## 9) MONITORING OF NOISE LEVELS

Post occupation of the site, noise shall be monitored to ensure it does not exceed the predicted levels as set out in Table 4.3, paragraph 4.2.9 of the approved Noise Impact Assessment report (prepared by Scotch Partners, dated July 2017, revision 06). Any mitigation measures as outlined in the Noise Impact Assessment shall be implemented and thereafter be retained for the period of the development.

Reason: To ensure that the amenity of occupiers of the surrounding premises is not adversely affected by noise, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

## 10) USE OF THE PENNARD ROAD ENTRANCE

The Pennard Road entrance to the site labelled as 'Emergency & servicing entrance/exit' on approved plan SBM\_1014\_Rev A shall only be used in emergencies and not for any other purpose associated with the development hereby approved.

Reason: To ensure that the amenity of occupiers of the surrounding premises is not adversely affected by noise and disturbance, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013) and to ensure a safe and secure environment, in accordance with policy 7.3 of the London Plan (2016).

#### 11) USE OF THE GOLDHAWK ROAD OUT OF HOURS ACCESS

The Goldhawk Road out of hours entrance and exit to the site labelled as 'Goldhawk Road out of hours entrance/exit to proposal' on approved plan SBM\_1013\_ Rev A shall only be used to access and exit the development hereby approved when Shepherds Bush Market is closed.

Reason: To ensure that the proposal does not have a detrimental impact on the footfall of the adjacent Shepherds Bush Market and respects the local context and character of the local townscape in accordance with policy BE1 of the Core Strategy (2011).

#### 12) USE OF EMERGENCY EXITS

The entrance to the development site labelled as 'Emergency entrance/exit' on the approved plan SBM\_1013\_Rev A shall only be used in emergencies.

Reason: To ensure that the proposal does not have a detrimental impact on the footfall of the adjacent Shepherds Bush Market and respects the local context and character of the local townscape in accordance with policy BE1 of the Core Strategy (2011).

#### 13) LIGHTING STRATEGY

The proposed 'Lighting Strategy' as set out in the Design and Access Statement (July 2017) shall be implemented in accordance with the approved plans upon commencement of the development. The approved measures are to be carried out in full and retained for the period of the development unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the amenity of occupiers of the surrounding premises is not adversely affected by lighting in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013) and to ensure a safe and secure environment, in accordance with policy 7.3 of the London Plan (2016).

#### 14) WASTE MANAGEMENT

No part of the development hereby approved shall be occupied prior to the provision of the refuse storage, as indicated on the approved drawings. All refuse generated by the development hereby permitted shall be stored within these enclosures. The waste management shall be carried out in accordance with the 'Waste Management Strategy' as set out in the Design and Access Statement (July 2017) and retained for the period of the development unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the use does not give rise to smell nuisance and to prevent harm to the street scene arising from the appearance of accumulated rubbish, in accordance with policy CC3 of the Core Strategy (2011) and policy DM H5 of the Development Management Local Plan (2013).

## 15) IMPLEMENTATION OF SUSTAINABILITY MEASURES

The proposed sustainability measures as set out in the 'Environmental Strategy' of the Design and Access Statement (July 2017) shall be implemented in accordance with the strategy upon commencement of the development. The approved measures are to be retained for the period of the development unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of energy conservation, reduction of CO2 emissions and wider sustainability, in accordance with policies 5.1, 5.2, 5.3, 5.6 and 5.7 of the London Plan (2016), policy CC1 of the Core Strategy (2011) and policies DM H1 and DM H2 of the Development Management Local Plan (2013).

## 16) EXTERNAL NOISE FROM MACHINERY, EXTRACT/ VENTILATION DUCTING, MECHANICAL GATES, ETC.

Prior to use of the development, details shall be submitted to and approved in writing by the Local Planning Authority, of the external sound level emitted from the kitchen extraction /re-circulation equipment and mitigation measures as appropriate. The measures shall ensure that the external sound level emitted from plant, machinery/ equipment will be lower than the lowest existing background sound level by at least 10dBA in order to prevent any adverse impact. The assessment shall be made in accordance with BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. A post installation noise assessment shall be carried out where required to confirm compliance with the sound criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter retained for the period of the development.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

## 17) SERVICING AND DELIVERY PLAN

Prior to the first occupation of the development, a Servicing and Delivery plan shall be submitted to and approved in writing by the Local Planning Authority detailing management of deliveries to and throughout the site; emergency access throughout the site; collection of waste and recyclables; times of deliveries and collections; silent reversing methods; location of loading bays; vehicle movement and vehicle emissions. The Servicing and Delivery plan shall be implemented in full compliance with the approved details, and shall thereafter continue to be fully implemented for the period of the development.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment, in accordance with policies DM H9 and H11 of the Development Management Local Plan (2013).

## 18) OPERATIONAL MANAGEMENT PLAN

Prior to the first occupation of the proposed development, an Operational Management Plan (OMP) shall be submitted to and approved in writing by the Local Planning Authority. The OMP shall include, but is not limited to: operating details; event management; operating hours; security; cleaning; landscaping maintenance; access arrangements and the management of the entrances and emergency exits. The OMP shall be implemented in full compliance with the approved details, and shall thereafter continue to be fully implemented for the period of the development.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise, in accordance with Policies DM H9 and H11 of the Development Management Local Plan (2013) and to ensure a safe and secure environment, in accordance with policy 7.3 of the London Plan (2016).

## 19) TRAVEL PLAN

The permitted development shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. Upon the commencement of the use, the Travel Plan shall be implemented in full compliance with the approved details, and shall thereafter continue to be fully implemented for the period of the development.

Reason: To ensure that the development does not generate an excessive number of car trips which would be contrary to Policy T1 of the Core Strategy (2011) and Policy DM J2 of the Development Management Local Plan (2013).

## 20) SECURED BY DESIGN

Prior to the first occupation of the development, a statement of how "Secured by Design" requirements are to be adequately achieved shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be carried out prior to occupation of the development hereby approved and retained for the period of the development.

Reason: To ensure a safe and secure environment in accordance with policy 7.3 of the London Plan (2016), policy BE1 of the Core Strategy (2011) and policy DM G1 of the Development Management Local Plan (2013).

## 21) CCTV

Prior to the first occupation of the development, details of all CCTV cameras and measures linking the CCTV with the Council's town centre CCTV network shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Crime Prevention Design Advisor. The development shall not be occupied until the CCTV cameras have been installed in accordance with the approved details. The CCTV cameras shall be retained for the period of the development.



Reason: To ensure a safe and secure environment, in accordance with policy 7.3 of the London Plan (2016), policy BE1 of the Core Strategy (2011) and policy DM G1 of the Development Management Local Plan (2013).

## 22) CYCLE PARKING

The development hereby permitted shall not be occupied until details of the cycle parking arrangement for both employees and customers have been submitted to and approved in writing by the Council. The cycle parking spaces shall be installed prior to the use of the premises and retained for the period of the development.

Reason: To promote alternative, sustainable forms of transport, in accordance with policy DM J5 of the Development Management Local Plan (2013) and Transport Policy 12 of the Planning Guidance Supplementary Planning Document (2013).

## 23) SUSTAINABLE URBAN DRAINAGE

Prior to the first occupation of the development, details of the Sustainable Drainage Systems (SuDS) integrated into the site shall be submitted to and approved in writing by the Local Planning Authority. The details shall include plans showing where the SuDS are located, area covered by green roofs and soft landscaping and confirmation of the attenuation they provide. This should also include information on the proposed maintenance programme for SuDS features. The development shall only be carried out in accordance with the details approved and retained for the period of the development.

Reason: To ensure that the proposed development does not have an adverse impact on surface water flooding in accordance with policy 5.13 of the London Plan (2016), policy CC2 of the Core Strategy (2011) and policy DM H3 of the Development Management Local Plan (2013).

## 24) PRELIMINARY RISK ASSESSMENT

No development shall commence until a preliminary risk assessment report is submitted to and approved in writing by the Council. This report shall comprise: a desktop study which identifies all current and previous uses at the site and surrounding area as well as the potential contaminants associated with those uses; a site reconnaissance; and a conceptual model indicating potential pollutant linkages between sources, pathways and receptors, including those in the surrounding area and those planned at the site; and a qualitative risk assessment of any potentially unacceptable risks arising from the identified pollutant linkages to human health, controlled waters and the wider environment including ecological receptors and building materials. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: To ensure that no acceptable risks are caused to humans, controlled waters of the wider environment during and following the development works, in accordance with policy 5.21 of the London Plan (2016), policy CC4 of the Core Strategy (2011) and policies DMH4, DMH6, and DMH7 of the Development Management Policies Local Plan (2013).

## 25) SITE INVESTIGATION SCHEME

No development shall commence until a site investigation scheme is submitted to and approved in writing by the Council. This scheme shall be based upon and target the risks identified in the approved preliminary risk assessment and shall provide provisions for, where relevant, the sampling of soil, soil vapour, ground gas, surface and groundwater. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: To ensure that no acceptable risks are caused to humans, controlled waters of the wider environment during and following the development works, in accordance with policy 5.21 of the London Plan (2016), policy CC4 of the Core Strategy (2011) and policies DMH4, DMH6, and DMH7 of the Development Management Policies Local Plan (2013).

## 26) QUANTITATIVE RISK ASSESSMENT

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until, following a site investigation undertaken in compliance with the approved site investigation scheme, a quantitative risk assessment report is submitted to and approved in writing by the Council. This report shall: assess the degree and nature of any contamination identified on the site through the site investigation; include a revised conceptual site model from the preliminary risk assessment based on the information gathered through the site investigation to confirm the existence of any remaining pollutant linkages and determine the risks posed by any contamination to human health, controlled waters and the wider environment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: To ensure that no acceptable risks are caused to humans, controlled waters of the wider environment during and following the development works, in accordance with policy 5.21 of the London Plan (2016), policy CC4 of the Core Strategy (2011) and policies DMH4, DMH6, and DMH7 of the Development Management Policies Local Plan (2013).

## 27) REMEDIATION METHOD STATEMENT

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until, a remediation method statement is submitted to and approved in writing by the Council. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: To ensure that no acceptable risks are caused to humans, controlled waters of the wider environment during and following the development works, in accordance with policy 5.21 of the London Plan (2016), policy CC4 of the Core Strategy (2011) and policies DMH4, DMH6, and DMH7 of the Development Management Policies Local Plan (2013).

## 28) VERIFICATION REPORT

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until the approved remediation method statement has been carried out in full and a verification report confirming these works has been submitted to, and approved in writing, by the Council. This report shall include: details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil; all waste management documentation showing the classification of waste, its treatment, movement and disposal; and the validation of gas membrane placement. If, during development, contamination not previously identified is found to be present at the site, the Council is to be informed immediately and no further development (unless otherwise agreed in writing by the Council) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the Council. Any required remediation shall be detailed in an amendment to the remediation statement and verification of these works included in the verification report. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: To ensure that no acceptable risks are caused to humans, controlled waters of the wider environment during and following the development works, in accordance with policy 5.21 of the London Plan (2016), policy CC4 of the Core Strategy (2011) and policies DMH4, DMH6, and DMH7 of the Development Management Policies Local Plan (2013).

## 29) LONG-TERM MONITORING

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until an onward long-term monitoring methodology report is submitted to and approved in writing by the Council where further monitoring is required past the completion of development works to verify the success of the remediation undertaken. A verification report of these monitoring works shall then be submitted to and approved in writing by the Council when it may be demonstrated that no residual adverse risks exist. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: To ensure that no acceptable risks are caused to humans, controlled waters of the wider environment during and following the development works, in accordance with policy 5.21 of the London Plan (2016), policy CC4 of the Core

Strategy (2011) and policies DMH4, DMH6, and DMH7 of the Development Management Policies Local Plan (2013).

### 30) REMOVAL OF PERMITTED DEVELOPMENT RIGHTS

Notwithstanding the provisions of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) or any Order revoking or re-enacting that Order with or without modification, the change of use of the development hereby approved from Class A3 (Restaurants and cafes) to Class A1 (retail) and Class A5 (hot food takeaways) to Class A1 (retail) will not be permitted under permitted development.

Reason: In granting this permission, the Council has had regard to the circumstances of the case. The use of the A3/A5 containers hereby approved as a different use class could raise materially different planning considerations and the council wishes to have an opportunity to consider such circumstances at that time, and to ensure the uses are compatible with the adjoining land uses and to ensure that the amenity of occupiers residing in surrounding residential properties would be safeguarded in accordance with policies WCOA and BE1 of the Core Strategy (2011) and policies DM C4, DM C6 of the DM Local Plan (2013).

### 31) EXTERNAL ALTERATIONS

No alterations shall be carried out to the external appearance of the development hereby approved, including the installation of air-conditioning units, ventilation fans and extraction equipment not shown on the approved drawings, without planning permission first being obtained from the Local Planning Authority. Any such changes shall be carried out in accordance with the approved details.

Reason: To ensure a satisfactory external appearance and to prevent harm to the amenities of the occupiers of neighbouring residential properties, in accordance with policy BE1 of the Core Strategy (2011) and policies DM G1 and G7 of the Development Management Local Plan (2013).

### 32) ADVERTISEMENTS

No advertisements shall be displayed in or around the site, without details of the advertisements having first been submitted to and agreed in writing by the Local Planning Authority.

Reason: In order that any advertisements displayed on the building are assessed in the context of an overall strategy, to ensure a satisfactory external appearance and to preserve that integrity of the design of the building, in accordance with policy BE1 of the Core Strategy (2011) and policy DM G8 of the Development Management Local Plan (2013).

### 33) DETAILED DRAWINGS - TYPICAL CONTAINER

Prior to the first occupation of the development hereby approved, detailed drawings in plan, section and elevation at a scale of 1:50 shall be submitted to and approved by the Council. The plans shall show how a container for each of the

approved uses (B1, A3, A4, A5, and D1) will typically be fitted out and shall include detailed drawings of the glazing and entrance doors.

Reason: To ensure a satisfactory external appearance and the provision of quality accommodation, in accordance with policy 7.6 of the London Plan (2016), policy BE1 of the Core Strategy (2011) and policies DM G3 and DM G4 of the Development Management Local Plan (2013).

**Justification for Approving the Application:**

- 1) The proposed development would result in the provision of a temporary use which would be compatible with the surrounding uses and the Shepherds Bush Metropolitan Town Centre which is within the White City Opportunity Area. The proposal would be of an acceptable visual appearance and would not harm the setting of the adjacent conservation area. Subject to conditions, it is considered that the proposal would not have a significant impact on the amenity of adjoining occupiers, and there would be no adverse impact on traffic generation. The proposed development is therefore considered to be acceptable and is in accordance with policies 2.15, 4.6, 4.7, 5.17 and 7.6 of the London Plan (2016), policies WCOA, WCOA3, LE1, Strategic Policy C and BE1 of the Core Strategy (2011) and policies DM B1, DM C6, DM D1, DM G1 and DM G7 of the Development Management Local Plan (2013) and the Planning Guidance Supplementary Planning Document (2013).

---

**LOCAL GOVERNMENT ACT 2000  
LIST OF BACKGROUND PAPERS**

**All Background Papers held by Helen Murray (Ext: 3439):**

Application form received: 8th May 2017

Drawing Nos: see above

**Policy documents:** National Planning Policy Framework (NPPF) 2012  
The London Plan 2016  
LBHF - Core Strategy Local Development Framework 2011  
LBHF - Development Management Local Plan 2013  
LBHF - Planning Guidance Supplementary Planning Document  
2013

**Consultation Comments:**

**Comments from:**

Transport For London - Land Use Planning Team  
The Hammersmith Society

**Dated:**

30.05.17  
07.07.17

## Neighbour Comments:

### Letters from:

### Dated:

27 Ramsay Road London W3 8AZ	20.05.17
41 quadrangle London Sw100ug	20.05.17
Flat 4 39 Maclise Road London W14 0PR	20.05.17
84a Cambridge Gardens London W10 6HS	20.05.17
swan house chswick Mall london W42ps	27.05.17
swan house chswick Mall london W42ps	15.06.17
Flat 38 Greenfield House Tilford Gardens London SW19 6DN	27.05.17
Flat 38 Greenfield House Tilford Gardens London SW19 6DN	15.06.17
9b Brackenbury Road London W6 0BE	28.05.17
Flat 27 Heathview Court 20 Corringway London NW11 &EF	09.06.17
8d st Charles sq London W10 6ee	20.05.17
18 Jameson street London W87sh	27.05.17
18 Jameson street London W87sh	14.08.17
17 Nella Road London W6 9PB	27.05.17
8 Benbow Road Hammersmith London W6 0AG	30.05.17
4 Blenheim Crescent London W11 1NN	19.06.17
Flat 59 Boxmoor House Queensdale crescent London W11 4TJ	06.06.17
213 Clive Road London SE21 8DG	15.06.17
Flat 8 Stratos Heights London SE19 2LU	16.06.17
43 Cobbold Rd London W12 9LA	18.06.17
14 Burnand House Redan Street Hammersmith W14 0LW	15.08.17
14 Burnand House Redan Street Hammersmith W14 0LW	15.08.17
14 Burnand House Redan Street Hammersmith, W14 0LW	27.05.17
17a Bridge Avenue Hammersmith London W6 9JA	22.05.17
73c Godolphin Road London W12 8JN	16.06.17
15 Brading Terrace London w12 8es	22.05.17
15 Brading Terrace London w12 8es	17.06.17
116 Highlever Road London W10 6PL	27.05.17
62 Fairlawn Grove London W4 5EH	27.05.17
21 BEDFORD GARDENS Bedford Gardens LONDON W8 7EF	27.05.17
48 Carlisle Avenue London W3 7NA	27.05.17
22 Carthew Road London W6 0DX	27.05.17
17 Clairville gardens London W7 3HZ	27.05.17
Flat 202, Castellain Mansions Castellain Road London W9 1HD	28.05.17
15 Brading Terrace London W12 8ES	10.08.17
5 hopgood street London London W12 7ju	16.06.17
113a Gloucester Rd Walthamstow E17 6AF	17.06.17
137 woodland druve Watford WD17 3da	19.06.17
Arch 169 Shepherds bush market London W12 8DF	20.06.17
150 Valetta Road London W3 7TH	31.05.17
59 keith grove london w129ey	20.05.17
56 Elsham Rd London W148hd	20.05.17
16 Hounslow Tw4 6aq	20.05.17
Flat 12 Archdale Court 1 Bloemfontein Avenue W12 7BJ	22.05.17
32 The Vale London W38wa	23.05.17
108 ST PAULS CLOSE LONDON W5 3JY	06.06.17
17 Clifton Avenue London W12 9DR	15.06.17
28 Cathnor Road London W12 9JA	20.05.17

8 Lillian Avenue Acton W39AW	21.05.17
19 Bouldish Farm Road Ascot SL5 9EN	21.05.17
Bush Bedding 20 Shepherds Bush Market London W12 8DQ	15.08.17
27,GROVE PARK GARDENS LONDON W43RY	27.05.17
44 Grenoble Gardens London N13 6JG	30.05.17
Allchorn House, 63 Channel View Rd, Eastbourne BN22 7LL	17.08.17
39 linden avenue London Cr77dw	17.08.17
19 Woodfield Drive Charlbury OX7 3SE	17.08.17
36 oaklands grove London W.12 0ja	20.05.17
Flat 17 5 Bolton Road London W4 3TE	20.05.17
67A Wood Lane London W12 7DP	20.05.17
63 Channel View Road Eastbourne BN22 7LL	23.05.17
13 Glenhurst Road Brentford TW8 0QS	27.05.17
38a Davisville Road, London W12 9SJ	28.05.17
6 Stamford Brook Avenue London W6 0yd	28.05.17
9 Bolton Gardens Kensal rise London NW105RB	17.06.17
105 Emlyn Road London W12 9TG	18.06.17
4 Montgomery Road London w45lz	19.06.17
No Address Given	25.05.17
13A Pennard Road London W12 8DW	25.05.17
185 Fulham Court Fulham Road London SW6 5PG	16.06.17
134 Hammersmith Grove Hsmmersmith W67HB	16.06.17
22 CHERINGTON ROAD Hanwell LONDON W7 3HJ	17.06.17
90 Grandison Road Battersea London SW116LN	19.06.17
21 Bertie Road Willesden London NW10 2LJ	20.05.17
70 Brentham Way London W5 1BE	20.06.17
ABERAVON ROAD London E3 5AR	17.08.17
57 Southerton Road W6 0PJ	27.06.17
30 Agate Road London W6 0AH	27.06.17
5 Loftus Road London W12 7EH	27.06.17
315 Chiswick Chiswixk W4 5ta	24.05.17
15 St quintin avenue london London w10 6nx	27.05.17
3 Calvert House Australia Road London W12 7QD	27.05.17
72 Hargreaves House London W12 7NF	15.06.17
Vale court London W37sa	16.06.17
29 Creighton Road London NW6 6EE	17.06.17
35a Westcroft 9 Hammersmith London W6 0TA	18.06.17
11B Loftus Road London W12 7EH	18.06.17
Flat 17 Cleveland Mansions London W9 2LA	19.06.17
19A Loftus Road London W12 7EH	15.08.17
12 Pennard Road London W128DS	17.08.17
61 Cuckoo Dene London W7 3DT	20.05.17
46 Brewster gdns London W106aj	21.05.17
The Garden Flat 125 Goldhawk Road LONDON W12 8EN	22.05.17
18 Morris House London W3 7UP	16.06.17
23 Seymour Road London N8 0BJ	18.07.17
8 Pennard Road London W128DS	19.06.17
80 Glenthorne road London W6 0lr	21.05.17
25B Sulgrave Road Shepherds Bush London W6 7RD	22.05.17
23 Lime Grove Shepherds Bush London W12 8EE	23.05.17
21 Pennard Mansions Goldhawk Rd London W!2 8DL	10.08.17
44 Warbeck road London W12 8NT	15.08.17

Bush Studios Shepherds Bush W12 7LA	15.08.17
60A Warwick Road London W5 5PX	18.08.17
19, ridley road London Nw10 5ub	27.05.17
57 Perham Road London W14 9SP	21.05.17
73 Western Road London W5 5DT	25.05.17
8 Adelaide Grove London W120JJ	15.08.17
6 Cathnor Road London W12 9JA	25.07.17
243 popes lane London W5 4nh	17.08.17
54 Missenden House London NW88SJ	16.06.17
25 Collins drive Eastcote Middlesex Ha4 9el	19.06.17
14 Claygate Road London W13 9XG	20.05.17
6 Shepherd's Bush Place London W12 8LX	20.05.17
21 Westwick Gardens LONDON w140bu	27.05.17
15 St quintin avenue london London w10 6nx	27.05.17
36 Buxton gardens London W3 9LQ	27.05.17
53a windsor road willesden london NW2 5DT	27.05.17
153 Beech Avenue Acton Vale West London W3 7LQ	15.06.17
41B Roxwell Rd London W12 9QE	15.06.17
58 Chalgrove Road London N17 0JD	19.06.17
Flat 9 71 Akerman Road London SW9 6FX	20.06.17
49 Pennard Road London W12 8DW	11.08.17
Apex Court, 1 Woodger Road London W12 8NW	25.07.17
15a stowed rd Shepherds bush London W12 iqb	16.08.17
72 kings court hammersmith w6 orw	27.05.17
45A Stanlake Road London W12 7HG	16.08.17
48 Frithville Gardens London W12 7JN	20.05.17
48 Frithville Gardens London W12 7JN	17.06.17
3 Rowan Terrace London W6 7DZ	21.05.17
29 racton road fulham sw61lw	01.06.17
27 Ashchurch Park Villas London W12 9SP	05.06.17
13 first Ave London W3 7JP	22.05.17
Lane End Lynch Hill Park Whitechurch RG28 7NF	22.05.17
14 Burnand House Redan Street, London W14 0LW	15.06.17
129 Becklow Rd SHEPHERDS BUSH W12 9HH	17.06.17
14 Brading Terrace London W12 8ES	19.06.17
62 wollard street waltham abbey en9 1hb	19.06.17
78a Ormiston Grove Shepherds Bush London W12 0JS	11.06.17
17 Becklow Mews Becklow Road London W12 9Hw	21.05.17
17 B Westbourne Gardens London W2 5NR	27.05.17
18 Abinger Road London W4 1EL	27.05.17
96 E Guinness Trust Fulham Palace Road London W6 8BG	15.06.17
30 Wingate road London W12 0UR	17.06.17
Flat 170 ladlands Overhill Rd se220PW	17.06.17
Top floor 2 Russell Gardens Londkn W14 8ez	17.06.17
4 Wavendon Avenue London W4 4NR	17.06.17
17/19 Delancey St London NW1 7NP	17.06.17
17 Clairville gdns London W7 3HZ	17.06.17
11 Eilerslie Road London W12 7BN	18.06.17
170 Railway Arches Shepherds Bush Market London W128DF	20.06.17
No Address Given	21.06.17
No Address Given	21.06.17
8 Adelaide Grove London W12 0JJ	23.06.17



9 Shepherds bush market London W12 8DR	14.08.17
18 MacFarlane Road Shepherds Bush London W12 7JZ	20.05.17
28 Boscombe Road London W12 9HP	21.05.17
34 A Lime Grove London w128ea	27.05.17
37b Devonport Road Shepherd's Bush London W12 8NZ	28.05.17
Flat 17, Mark Mansions Westville Road London W12 9PS	29.05.17
26 Redcastle Close London E1W3DQ	15.06.17
3a Astrop Terrace Hammersmith W6 7HQ	16.06.17
7 Drake court Scott's Road London W12 8HG	20.05.17
11 Orchard Road Brentford TW80QX	21.05.17
37 Sedgeford Road Shepherd's Bush W12 0NA	22.05.17
155 Shepherd's Bush Market London W12 8DF W12 8DF	23.05.17
8 Sunbeam Crescent North Kensington London W10 5DW	27.05.17
161a Ashmore Road London W9 3DA	17.06.17
161a Ashmore Road London W9 3DA	30.05.17
Arch 169 Shepherds bush market London W12 8DF	30.05.17
37 Queen Marys House 1 Holford Way London SW15 5DH	23.06.17
8 Adelaide Grove London W12 0JJ	11.08.17
3, Calvert House Australia Road London W12 7QD	15.08.17
17b Pennard Road London W12 8DW	17.08.17
17b Pennard Road London W12 8DW	18.08.17
TTS Services Town Hall Extension King Street London W6 9JU	17.08.17
Tin House Smugglers Yard, Devonport Road London W12 8HU	02.06.17
13 Branksea Street London SW6 6TT	20.05.17
34a Kildare Terrace London W2 5LX	20.05.17
5 Howsman Road Barnes London SW13 9AW	21.05.17
11 Adam Walk Crabtree Lane London SW6 6LE	22.05.17
Flat 2 3B Bloemfontein ave Shepherds bush W12 7BJ	23.05.17
42 Park Road London W4 3HH	23.05.17
143 Chamberlayne Rd London NW10 3NT	23.05.17
119 Poynter House St Ann's Road London W.11 4TB	27.05.17
178 Railway Arches London W12 8df	29.05.17
49 Pennard Road London W12 8DW	02.06.17
148 Riverside Gardens Hammersmith W6 9LG	05.06.17
108 ST PAULS CLOSE EALING LONDON W5 3JY	15.06.17
27 COLLEGE COURT QUEEN CAROLINE STREET SLOUGH	16.06.17
85 Rothschild Road London W4 5NT	16.06.17
20b Loftus Road Shepherds Bush London W12 7EN	17.06.17
37b Devonport Road London W12 8NZ	18.06.17
The Artists Flat The Pavilion London W4 2RX	27.05.17
3 Gordon Road London W5 2AD	23.05.17
16 strathearn Ave Hayes Ub35hj	15.06.17
377 Chiswick W4 5ta	16.06.17
Flat 11 42 Lime Grove London W12 8EA	16.06.17
22 Carthew Road London W6 0DX	16.06.17
50 Lime Grove London W12 8EA	17.06.17
50 Lime Grove London W12 8EA	15.08.17
1 Clarendon Cross London W11 4AP	17.06.17
238 Wellington Buildings Ebury Bridge Rd London SW1W 8RZ	17.06.17
104 Cuckoo Avenue London W7 1BN	17.06.17
No Address Given	20.06.17
No Address Given	20.06.17

161A Railway Arches Shepherd's Bush Mkt London W12 8DF	15.06.17
160 Greenford Avenue Hanwell London W7 3QT	21.07.17
3 Crown Villas Avenue Road London W3 8NN	22.05.17
5 Inglis Road London W5 3RH	17.08.17
23 Frithville Gardens London W12 7JG	17.08.17
22 Pennard Road London W12 8DS	31.05.17
22 Pennard Road London W12 8DS	15.08.17
84 Carthew Road Hammersmith London W6 0DX	16.06.17
No Address Given	10.08.17
5 hopgood street london w12 7ju	20.05.17
4 Brazil Mill Court Isleworth TW7 6GW	20.05.17
Flat 8 43-49 Gunnersbury Lane Acton W3 8ED	20.05.17
67a Ormiston Grove London W12 0jp	20.05.17
113 Cheesemans Terrace London W14 9XH	21.05.17
6a sterne Street London W12 8AD	28.05.17
18 Jameson st London W87sh	17.06.17
108 Cossington Road Loughborough Le127rt	17.06.17
6 Shepherd's Bush Place London W12 8LX	15.08.17
82.Westville Rd Shepherd's Bush London W12 9BD	28.05.17
Shop 1 Shepherds Bush Market London London W12 8DG	15.06.17
Flat 2, 7 Brackenbury Gardens London W6 0BP	18.06.17
96E Guinness Trust Fulham Palace Road London W6 8BG	27.05.17
8 Adelaide grove London W120JJ	21.05.17
Flat 4, 28 St Matthews road Worthing Bn11 4au	22.05.17
8 Frithville Court Frithville Gardens London W12 7JH	24.05.17
27 pennard road London w12 8dw	16.08.17
75 Shepherds Bush Market London W12 8df	07.06.17
2 Library Mansions Pennard Road London W12 8DR	19.06.17
2 Library Mansions Pennard Road London W12 8DR	29.05.17
52 Broxley Mead LUTON LU4 9HP	15.06.17
19 Percy Road Shepherds Bush London W12 9PX	15.06.17
No Address Given	15.06.17
108 Brackenbury Road London W6 0BD	18.06.17
No Address Given	20.06.17

## 1. SITE DESCRIPTION

1.1 The application site is a broadly triangular area of approximately 4,222sqm. It was formerly occupied by the Spring Grove Laundry building which ceased operations in 2009 and the building was demolished shortly after.

1.2 The site was identified under an outline permission (as detailed below) as a temporary market where the existing Shepherds Bush Market traders would move to whilst works to the existing market were carried out. As a result, the site was resurfaced and 74 shipping containers were installed. However, as detailed below, this scheme was not implementable as the Compulsory Purchase Order was quashed and so the containers remain on the vacant site.

1.3 The site is located within the White City Opportunity Area, as identified in the London Plan (2016). The site is designated in the Core Strategy as being within a Strategic Site (White City Opportunity Area 3 [WCOA 3]). It is also located within the

Shepherds Bush Town Centre which is designated as a metropolitan centre in the London Plan (2016).

1.4 Although the site itself does not lie within a Conservation Area, the Conningham and Lime Grove Conservation Area lies to the west of the site and Shepherds Bush Conservation Area to the east. Pennard Road mansions (Nos. 1 to 31 consecutively) and Shepherds Bush Theatre are identified on the Council's Register of Buildings of Merit.

1.5 The site is within Flood Risk Zones 2 and 3 and has a public transport accessibility level (PTAL) of 6b (excellent).

1.6 The area immediately surrounding the site comprises the existing Shepherds Bush Market to the west, St Mungo's supported housing accommodation is to the south and Pennard Road to the east. Shepherds Bush Theatre is located to the north of the site on Uxbridge Road.

1.7 Shepherds Bush Market was established in 1914 and occupies a narrow strip from Goldhawk Road to Uxbridge Road comprising a mixture of stalls, shops and railway arches retailing fruit and vegetables, fresh food, fabrics and a range of other goods and services. There are two entrances to the market, one from Uxbridge Road to the north and one from Goldhawk Road at the southern end of the site. The market currently trades 6 days a week (Monday to Saturday) from 9.30am to 6pm. Outside of trading hours and on Sundays, the market is secured by locked gates at both entrances by on-site management.

1.8 Located adjacent to the south of the site is the St Mungo's Broadway day centre which provides health and training services with supported housing accommodation. The building contains 15 hostel rooms and 12no. 1-bed flats across 2no. 3-storey buildings.

1.9 Further south, Goldhawk Road comprises predominantly two storey buildings with retail premises at ground level and residential accommodation above. This includes the A. Cooke's Pie and Mash shop.

1.10 To the north of the site is the Bush Theatre which has recently renovated including the addition of a landscaped area which contains outdoor seating for the restaurant at the ground floor.

1.11 Separated from Shepherds Bush Market by the railway viaduct and occupying a smaller area, a new market is located to the north west of the main market, retailing fruit and vegetables, cooked foods and household goods and furniture.

#### The Surrounding Area

1.12 The immediate surrounding area is residential in character along Pennard Road to the east and Lime Grove to the west. The Pennard Road properties are characterised by predominantly 2-storey Edwardian terraces, and those along Lime Grove comprise a mix of 2 and 3-storey terraced houses and 3-storey modern build residential blocks. The London College of Fashion and Lime Grove Hostel are also located to the western and eastern sides of Lime Grove respectively.

1.13 The properties along Pennard Road form part of the Shepherds Bush Conservation Area and those along Lime Grove are designated as part of the Coningham and Lime Grove Conservation area. Pennard Road mansions and the former Shepherds Bush Library to the north and south of the site are both identified on the Council's Register of Buildings of Merit.

1.14 Commercial businesses are characteristic of development along Goldhawk and Uxbridge Roads, occupied by a mix of retail, café and restaurant uses.

1.15 Shepherds Bush Market falls within the White City Opportunity Area and a designated Town Centre. The area encompasses three main retail 'anchors' which are the Westfield shopping centre, W12 shopping centre and Shepherds Bush market. Westfield has brought vastly increased footfall to Shepherds Bush and is now the dominant retail feature of the area.

1.16 The site is within a short walking distance of 15 bus routes. The closest tube stations are Goldhawk Road directly to the south of the site and Shepherds Bush Market directly to the north of the site. Both stations serve the Hammersmith and City Line. A short walk to the east is the Shepherds Bush tube and overland rail station, which serves Central Line, and Overground and mainline rail services from Clapham Junction to Milton Keynes.

## 2. RELEVANT PLANNING HISTORY

2.1 Outline planning permission for the site was granted in March 2012 (Ref. 2011/02930/OUT). The area covered by this permission included the application site, as well as Shepherds Bush Market, St Mungo's, Nos. 1-14 Market Lane, land adjoining former Shepherds Bush Library and Nos. 30-52 Goldhawk Road.

2.2 The outline planning permission comprised (Ref. 2011/02930/OUT): "Demolition of existing buildings, the refurbishment and enhancement of the market, and the construction of new buildings ranging from 2-9 storeys in height (plus basement) to provide up to 212 residential units (including 194 flats, 13 mews-style houses and 5 live/work units) (up to 27,977sqm); and up to 14,052sq.m of non-residential floorspace comprising up to 6,000sqm of market/retail floorspace (Class A1), up to 4,000sqm floorspace of Food and Drink Uses (Classes A3/A5), and up to 4,052sq.m of associated servicing facilities and ancillary uses; including provision of landscaping and amenity/public space; access and parking (up to 85 vehicular spaces), up to 457 cycle parking spaces and associated works."

2.3 Reserved matters approval (for appearance and landscaping) was granted in December 2013 (Ref. 2013/05493/RES).

2.4 A non-material amendment application (Ref. 2014/02356/NMAT) was granted in May 2015, allowing the triggers of conditions to change, to allow for drainage works and the construction of the temporary market to commence on site.

2.5 An application (Ref. 2014/02512/DET) for approval of details for the partial discharge of Condition 7 (Market Management Plan for the Temporary Market and Interim Market only) was submitted in May 2014 and withdrawn in November 2016.

2.6 Reserved matters (appearance and landscaping) application was submitted in March 2015 (Ref. 2015/01462/RES) and withdrawn in November 2016.

2.7 The above applications were withdrawn as a result of the quashing of an intended CPO as detailed in the below timeline:

i) Shepherds Bush Market Tenants' Association challenged the CPO through a judicial review. Whilst the Inspectorate advised against the CPO, the Secretary of State subsequently overturned this recommendation in February 2015.

ii) A High Court ruling in August 2015 upheld the Secretary of State's decision, allowing the CPO.

iii) In March 2016 the Court of Appeal found the CPO unlawful

iv) The applicant (Orion) withdrew its application to appeal to the Supreme Court against the decision by the Court of Appeal (in September 2016) and therefore withdrew proposals for redevelopment.

2.8 St Mungo's Day centre - In 1998 planning permission (1998/00985/FUL) was granted for the redevelopment of the site for a mixed-use development comprising the erection of a 2-storey day centre, a 3-storey 15-bed hostel and a 3-storey block of 12 self-contained 1-bedroom flats with 4 off-street parking spaces.

### 3. CURRENT APPLICATION

3.1 The application seeks approval for a mixed-use development of the site for a temporary period of two years. The scheme would provide a mix of co-working (office) units, community use units and food and beverage units which will be arranged around a square with communal seating and a raised terrace at first floor level.

3.2 The proposed units will be located in 74 shipping containers which were installed on the site before the CPO related to the outline planning permission was quashed (as outlined above).

3.3 The main pedestrian entrance to the site would be from Shepherds Bush Market during the hours of operation of the market. The market can be accessed from either Goldhawk Road to the south and Uxbridge Road to the north. Outside the hours of operation of Shepherds Bush Market, pedestrians would access the site from Goldhawk Road via a new pedestrian route. Servicing of the site would be undertaken via the existing arrangements for Shepherds Bush Market.

3.4 The application seeks permission to use 46 of the containers for B1 (office) use. The applicant has stated that the B1 units will be for co-working and start-up units and that the aim is to provide accommodation for local artists and businesses. One of the containers will be used for the site managers office. The location of the B1 containers within the site is proposed as follows:

- o 19 single storey containers located along the boundary of the site with Pennard Road;
- o 6 single storey containers would be located in the middle of the site adjacent to the communal seating;
- o 6 single storey containers would be located on the boundary with Shepherds Bush Market to the west;

- o 14 containers would be arranged around the community, food and beverage square. Of the 14 containers, 9 would be located at the ground floor level and 5 would be located at the first floor level.
- o 1 container would be located adjacent to the Goldhawk Road access route which would be used by the market manager

3.5 The application proposes 8 of the containers to be used for Food and Beverage (F&B) use. The containers would be arranged around the public square, referred to as the 'community, food and beverage square' and would all be at ground floor level.

3.6 The application proposes 7 community use containers (Class D1) which are located around the public square. In addition to this, the applicant has stated that the public square would also be used for community events and workshops such as yoga, children's parties and silent cinemas.

3.7 The plans show that 8 storage containers are proposed, which will mainly be located within a separate storage area along the Pennard Road Boundary behind gates which will be locked to prevent patrons from entering this area.

3.8 The proposal includes 2 containers for cycle parking which will be located next to the Goldhawk Road access route. There are 2 toilet block containers which will be located near to the main entrance from Shepherds Bush Market. A fridge unit is also proposed which will be located in the secure storage area.

#### Revisions to the application

3.9 Since the original submission of the application, the applicant submitted further information and revisions to the scheme in response to officer's comments.

3.10 The original description of the application was:

"Temporary use of the site and existing shipping containers for Class B1 office use (45 containers), Class A3/A4/A5 food and beverage use (8 containers), Class D1 community use (2 containers) and associated storage space (5 containers) and the provision of an outdoor events space, landscaping and pedestrian access route for a period of three years."

3.11 The revised (and current) application description is:

"Temporary use of the site and existing shipping containers for Class B1 office use (46 containers), Class A3/A4/A5 food and beverage use (8 containers), Class D1 community use (7 containers), Class Sui Generis use for associated storage space (9 containers), bicycle storage (2 containers), toilets (2 units) and a fridge unit (1 unit) and the provision of an outdoor events space at ground floor level which includes hard and soft landscaping at ground and first floor level and the provision of 10 timber sheds at first floor level and the creation of a new pedestrian access route from Goldhawk Road for a temporary period of 2 years."

3.12 The revisions to the application included:

- o Use of 7 containers for community use (Class D1) (the containers were previously labelled as 'ancillary' containers);

- o Use of 8 containers for storage (Sui Generis) (the containers were originally labelled as storage and ancillary)
- o The existing fridge and toilet units have been referred to in the description (the units were in the original plans but not in the description);
- o The proposed wooden sheds at first floor level have been referred to in the description (the sheds were in the original plans but not in the description);
- o The change of use of part of the ground floor of St Mungo's Day centre has been removed from the scheme;
- o Relocation of the proposed cycle parking;
- o Introduction of a B1 use (office) container to be used as the site manager's office;
- o Access to the first floor terrace opposite St Mungo's has been restricted and a balustrade has been added to prevent patrons from accessing the first floor opposite St Mungo's;
- o Further information on the access route and entrance doors was submitted including details of the proposed gates;
- o Sections/elevations updated to accurately show the existing properties;
- o Revised opening hours are proposed following discussions with Environmental Health;
- o Further information on CCTV provision, inclusive access, opening hours, cycle parking, land contamination, landscaping, servicing and deliveries and management was submitted; and
- o The length of time sought for the planning permission was reduced from three to two years.

#### Application submission

3.13 The applicant has submitted the following documents with the application - the list has been updated with the latest version of the revised drawings and documents.

- o Planning Statement prepared by Lichfields dated 21/07/2017;
- o Design and Access Statement prepared by We Like Today and Farrer Huxley Associates dated August 2017;
- o Landscape Statement prepared by Farrer Huxley Associates (Ref. 170724-FHA-693-R-01-P2);
- o Noise Impact Assessment prepared by Scotch & Partners Acoustics (dated July 2017);
- o Transport Statement (Rev A) prepared by Motion dated 21/07/2017;
- o Statement of Community Involvement prepared by Portland Communications dated 21/07/2017;
- o Sustainable Urban Drainage Scheme Assessment (Rev B) dated 21/07/2017 prepared by Motion;
- o Draft Operational Management Plan prepared by U+I (the applicant);
- o Note on Contamination, prepared by Merebrook
- o Drawings: SBM\_1001\_Rev ; SBM\_1002\_Rev A; SBM\_1003\_Rev A; SBM\_1004\_Rev A; SBM\_1005\_Rev A; SBM\_1010\_Rev A; SBM\_1012\_Rev B; SBM\_1013\_Rev A; SBM\_1013a\_Rev A; SBM\_1014\_Rev A; SBM\_1014a\_Rev A; SBM\_1015\_Rev A; SBM\_1016\_Rev A; SBM\_1017\_Rev A; SBM\_1022; SBM\_1023; SBM\_2001\_Rev A; SBM\_2002\_Rev A; SBM\_2003\_Rev A; SBM\_2004; SBM\_2005; SBM\_2005a; SBM\_2006; SBM\_2010\_Rev B; SBM\_2011\_Rev A; SBM\_2012\_Rev B; SBM\_2013\_Rev A; SBM\_2014; SBM\_2014a; SBM\_2015.

## 4. PUBLICITY AND CONSULTATION

### Pre-application consultation

4.1 A Statement of Community Involvement (SCI) has been submitted with the application which details the public consultation undertaken by the applicant prior to and following the submission of the application.

4.2 Five consultation sessions were held on site to cater to different stakeholder groups. The stakeholder groups were: Shepherds Bush Market Traders Association (SBMTA); Market traders; Councillors; Pennard Road residents and other local residents. The consultation sessions were advertised via letters, press adverts, noticeboards. The pre-application public consultation conducted by the applicant provided the local community with the opportunity to engage with the proposals over a period of four weeks.

### Application Publicity and Consultation

4.3 Consultation letters were sent to external and internal consultees.

4.4 A total of 1315 neighbouring addresses were consulted by letter on 17th May 2017. Site notices were displayed around the site on 17th May 2017 and a press notice was published in the local paper from 30th May 2017.

4.5 Following the submission of the revised information, a further 1349 neighbouring addresses were consulted by letter on 3rd August 2017.

### 4.6 External consultation

The following external consultee responses have been received and are summarised below.

#### i) Transport for London:

- o Welcomed that the proposal will be car-free;
- o Confirmed that the proposed 18 cycle parking spaces satisfy the standards in the London Plan and advised that long-stay spaces should be in secure, sheltered and accessible locations while short-stay spaces should be spread around the site near entrances;
- o Advised that temporary obstructions during the works should be kept to a minimum and should not encroach on the clear space needed to provide safe passage for pedestrians or obstruct the flow of traffic; and
- o All vehicles should only park/ stop at permitted locations and within the time periods permitted by existing on-street restrictions.

(Officer comment: Informative 4 is recommended to address TfL comments)

#### ii) Metropolitan Police:

Requested further information on the following:

- o When the service entrance in Pennard Road is used and secured;
- o Clarification on 'out of market hours operation';
- o The type of events which will be held;



- o Hikvision digital recorder CCTV camera required in a suitable secure cabinet; and
- o CCTV required and the cameras should be linked to the LBHF town centre CCTV network.

(Officer comment: Condition 10 ensures that the Pennard Road entrance would only be used in emergencies and would remain locked at all other times. The 'out of hours' operation refers to the time when the site will be open after Shepherds Bush Market has closed. With regards to events, the applicant has advised that events will be pop-up community-led events which could include yoga classes, a silent cinema and children's parties. Condition 18 is recommended which requires details of a management plan for the site, including the type of events proposed. The applicant has advised that the Hikvision camera can be installed in a secure location and condition 21 is recommended to ensure the CCTV provision links up with the LBHF town centre network).

iii) Shepherds Bush Market Tenants Association (SBMTA):

The following concerns were raised by the Shepherds Bush Market Tenants Association (SBMTA) following the first round of consultation:

- o No details of the extract system for odours have been proposed;

(Officer comment: Details of the extract systems were provided with revised information. See odours section of planning assessment).

- o Details on the form of cooking should be provided;

(Officer comment: The applicant seeks permission for A3-A5 use which can include primary cooking. Due to the size of the units, the amount of primary cooking is anticipated to be limited. See odours section of planning assessment).

- o Ramped entrances to all containers should be provided and not clear how the first floor containers would be accessed by disabled people or pushchairs;

(Officer comment: See access section of planning assessment)

- o The placing of the containers in a conservation area is contrary to good planning and para. 57 of the NPPF;

(Officer comment: The site is not in a conservation area. See design and layout section of planning assessment for impact on the adjacent conservation area)

- o The application does not demonstrate that the proposed use of the land enhances the market;

(Officer comment: The proposed land use is considered to be acceptable in planning terms, see land use section of planning report).

- o The proposal threatens the future of the market by the diversion of footfall from the long traditional route;

(Officer comment: Only one entrance is permitted to be used at any one time and this is controlled by planning conditions. See section design and layout section of planning assessment).

- o The temporary planning permission is not sustainable and the site will return to "an abandoned brownfield site"

(Officer comment: The use of the site as a temporary market was established under the outline permission. The development is considered to be acceptable as a temporary use of the site).

o The use of existing shipping containers with roller shutters does not improve outlook or public realm;

(Officer comment: Glazing is to be fitted to the containers as well as landscaping, decking etc which is considered to enhance the appearance of the area - see design and layout section of planning assessment).

o No evidence or analysis to justify the figures on job creation, increase in footfall; support existing organisation; and

o The application has emerged not from a coherent and considered development plan but an attempt to achieve a retrospective justification for what an unsightly and muddled site.

(Officer comment: See land use section of planning assessment)

The following additional concerns were raised by the Shepherds Bush Market Tenants Association (SBMTA) following the second round of consultation:

o Consider that the amended application should be a new application;

(Officer comment: There have also been some revisions to the proposed plans, although the total number of containers remain the same. In this case Council planning officers agreed to the revision of the original submission, rather than the submission of a wholly new planning application).

o Queries raised on safety of equipment/users of proposed offices and toilets;

o Community use containers - who will fund them, who will use them, what activities are to be provided;

o Storage containers - what will be stored on the units?

o Bicycle storage - who will be given keys?

o Toilets - who will be responsible for cleaning?

o Fridge unit - who will use this?

o Events space - what type of events, frequency, music?

(Officer comment: Condition 18 is recommended which requires the submission of an operational management plan for approval by the Council which will cover cleaning, security, safety, events details etc.)

o Clarification on whether the A3/A4/A5 containers meets all health and safety, environmental health and other legislation and if they have running water

(Officer comment: This is covered by the Council's Food and Health & Safety team and the Council's Health and Safety Team. Two informatives are recommended which require the applicant to contact the relevant departments to ensure that they comply with the relevant legislation).

iv) The Bush Theatre (located to the north of the site) supports the application and provided the following comments:

o It has been a tragedy that a site with such potential has laid dormant when it could be a benefit to the community and economy of the area;

o Support the idea to animate this space and that it benefits the artistic ecology of the borough;

- o The major challenge to a thriving arts industry in the borough is lack of available space. This development will undoubtedly be a major boon to achieving the goals of this Council's Arts Strategy;
- o The Hammersmith and Fulham Arts Festival and White City Youth Theatre, should be consulted in the best use of this space to maximise value to residents;
- o The applicant should consider making the containers affordable to local arts organisations looking to get a foothold; and
- o This could ignite a positive redevelopment of the area that complements rather than contradicts the architecture and culture of Shepherds Bush.

v) White City Youth Theatre:

The White City Youth Theatre are a Community Interest Company based in the centre of Shepherds Bush who work with young people in the borough, doing drama and making theatre and run weekly sessions from a church hall. They provided the following comments:

- o There is plenty of unused space at the site at the moment and the White City Youth Theatre are in need of a space for storage of props, lights, costumes and admin equipment. This would be an ideal location, being next to the Bush Theatre with whom we have an association;
- o Consider that a small area of this large plot could be put to good use and contribute to the potentially creative atmosphere of the area; and
- o Asked to be considered when the temporary development is considered.

#### 4.7 Internal consultation

The following internal consultee responses have been received and summarised below:

i) Air Quality:

Asked for clarification on how the fridge unit will be powered and that an emission strategy is submitted for the servicing vehicles.

Officer comment: The fridge unit will be run off mains electricity and would therefore not result in a direct increase in pollutants. Condition 17 is recommended which requires details of the servicing vehicle emissions to be included in the servicing and delivery plan.

ii) Environmental Health:

No objection subject to conditions requiring further details on plant noise and compliance conditions on opening hours, deliveries, lighting and music.

Officer comment: Conditions are recommended to ensure that the proposal does not have a detrimental impact on the amenity of adjoining occupiers.

iii) Environmental Quality:

Further assessment is required to take account of the potential risk from land contamination and the full set of contaminated land conditions are required for this application.

Officer comment: The full set of contaminated land conditions (24-29) have been recommended.

iv) Environmental Policy:

No objections subject to the implementation of the sustainability measures as outline in the D & A Statement and the submission of further information on the drainage strategy.

Officer comment: Condition 23 is recommended which requires details of the Sustainable Urban Drainage Systems integrated into the site.

v) Highways:

Confirmed that cycle parking provision is in excess of planning standards. Asked for clarification on the use of the Pennard Road entrance and details of the cycle parking. Requested that a servicing and management is submitted and that it states that delivery drivers be excluded from the A3-A5 uses. Requested that a travel plan is submitted in line with TfL guidance. Asked for the Pennard Road cross-over to be updated as part of the permission.

Officer comment: Conditions are recommended which require the submission of a servicing and delivery plan (17), travel plan (19) and cycle parking details (22). The cross-over is not part of the development site as it is not proposed to use the Pennard Road entrance.

vi) Urban Design and Conservation:

No objection

vii) Waste and Recycling:

No response received.

Neighbour responses - first round of consultation

4.8 During the first round of consultation, 189 representations were received. Of the 189 representations received, 183 were individual letters of objection and 6 were letters of support. A petition of objection signed by 92 of the Shepherds Bush Market leaseholders was also received.

Objections (183 letters + 92 signature petition)

4.9 The representations from the adjoining occupiers - namely the Pennard Road residents, Lime Grove residents and Market Traders are summarised below. This is followed by a summary of objections from other residents.

4.10 Pennard Road residents (5 letters of objection):

o Health and safety concerns and security risk due to proximity of the proposal to back gardens and potential increase in vermin;

(Officer comment: This is covered by the Council's Food and Health & Safety team and the Council's Health and Safety Team. Two informatives are recommended which

require the applicant to contact the relevant departments to ensure that they comply with the relevant legislation).

- o Increase in noise and pollution disturbance to neighbouring properties including smells and odours;

(Officer comment: See section on the impact of the development on the amenity of neighbouring residential properties within planning assessment).

- o Damage to the character of Shepherds Bush and the livelihoods of the existing market traders;

(Officer comment: The proposed land uses do not directly compete with the market and conditions 11 and 12 are recommended which require the main entrance of the site to be through the market. Condition 30 is also recommended restricting the change of use to A1 (retail) units to avoid direct competition. See land use and design and layout section of the planning assessment).

- o The proposal is not sustainable and is not a high quality design;

(Officer comment: See design and layout section of planning assessment).

- o If the application is approved:

- o All possible measures should be taken to reduce to a minimum any noise, odour, or vermin problems with the attachment of strict conditions to any grant of planning permission and frequent inspection by planning officers that equipment and measures are in place and protocols being followed in observance of planning restrictions.

- o Any grant of consent must include strict conditions that no trader be permitted to disturb or disrupt the residential amenity and life style of occupiers on adjacent priorities on Pennard Road;

- o Other forms of commercial trading should have very strict protocols about noise control;

(Officer comment: Conditions are recommended to which restrict noise, music, opening hours and lighting etc. and the submission of an operational management plan is also conditioned which will secure operational details. See noise section of planning assessment)

- o Operating hours and deliveries should be reduced 8am to 6pm only;

(Officer comment: Condition 6 is recommended which restricts deliveries to between 07:30 and 20:00. See section on opening hours in planning assessment).

- o No car parking;

(Officer comment: No car parking is proposed on site).

- o Food Service Outlets that have any kind of cooking facility should have a system of fumes extraction to ensure no food smells can penetrate to Pennard Road;

(Officer comment: Details of the extract systems were provided with revised information. See odours section of planning assessment).

- o Food Service Outlets should be obliged to remove and/or store their waste away from the site;

(Officer comment: See refuse, deliveries and servicing section of report).

- o Market Site Management should be held fully responsible to ensure all traders strictly adhere to any protocols;

- o A protocol of complaint reporting/recording and corrective action should be developed that is enforceable on traders and Site Management.

(Officer comment: Condition 18 is recommended which requires the submission of an operational management plan for approval by the Council which will cover cleaning, security, safety, events details etc).

#### 4.11 Lime Grove residents (4 letters of objection):

- o The Laundry site will take business from Shepherds Bush Market and diminish its size, business and footfall and will result in the market being run down;
- o The Council should step in and compulsorily purchase the land and put it in trust to the community;

o The application does not serve the local community;

o Investment and improvements should be made on the existing market not its replacement with something else;

o No meaningful support for the proposal from existing traders;

(Officer comment: Conditions to restrict customers from by-passing Shepherds Bush Market are imposed so that the proposal does not result in a loss of trade from the market. The land uses have been selected so that they do not compete with the retail offer and conditions are imposed to restrict the change of use to retail. See land use section of planning assessment).

o The site is too close to residential areas which will be significantly inconvenienced by construction work, noise, and smells;

(Officer comment: Conditions are recommended to which restrict noise, music, opening hours and lighting etc. and the submission of an operational management plan is also conditioned which will secure operational details. See impact on residential amenity section of planning assessment)

o Inadequate access - it is shared with the hostel (St Mungo's) which will result in a risk to public order from the inevitable interaction between impoverished vulnerable homeless people, and customers;

(Officer comment: The access route adjacent to St Mungo's hostel will only be used when the market is not open. An operational management is required which shall include details on how the access route is managed and secured).

o Proposals are not clear with regards to St Mungo's hostel;

(Officer comment: The revised proposal does not include the use of any part of the St Mungo's hostel).

#### 4.12 Market Traders (5 individual letters of objection and a petition signed by 92 leaseholders). The objections are summarised below:

o The proposed use in its current form is not sustainable;

o The claim of high quality design and landscaping cannot be achieved by means of a temporary permission;

o Reinvigoration, reinvention and reinvestment cannot be achieved to ensure the long term success of Shepherds Bush Market;

o No evidence has been produced that the temporary development will create increased turnover and footfall for the existing market;

o The application includes a series of untested assumptions, which attempt to promise an attraction for small businesses, which on reflection are hollow;

o The market traders resent the term "test bed to determine what works best for the future investment of the market". They do not see themselves or their established businesses as "guinea pigs";

o The application has emerged not from a coherent and considered development plan but an attempt to achieve a retrospective justification for what is an unsightly and muddled site;

(Officer comment: The proposed land uses do not directly compete with the market and conditions are recommended which require the main entrance of the site to be through the market. Condition 30 is also recommended restricting the change of use to A1

(retail) units to avoid direct competition. See land use and design and layout section of the planning assessment).

- o Health and safety concerns due to likely increase in vermin;

(Officer comment: The development proposal will be required to comply with all relevant Health and Safety and Environmental legislation. Waste will be stored in bins located in a separate storage area. See refuse, deliveries and servicing section of planning assessment).

- o Will result in rent increase and an increase in service charge;

(Officer comment: The applicant has submitted a draft operational management plan - the final version will be secured via condition 18. The draft operational management plan states that the current service charge arrangement for Shepherds Bush Market will remain unchanged as a result of the proposal).

- o Will cause further congestion to the limited parking in the market;

(Officer comment: No car parking is proposed on site. A servicing and delivery plan is required by condition which will provide details of the anticipated number of service vehicles).

- o Consultation carried out with the traders has been completely ignored.

4.13 The remaining objections from the first round of consultation (169) are summarised below.

Impact on Shepherds Bush Market / Land use:

- o The character and nature of the historic market and surrounding area will be negatively impacted;

- o The development will take away footfall from the existing traders and harm the long-term viability;

- o Vacancies within the existing market should be filled first;

- o Investment in the existing market required first;

- o The existing market must be kept viable;

- o Will result in an increase in rents to existing market which will force the existing traders out;

- o Will result in the resurrection of plans to build luxury apartments;

- o The area should be turned into a coach or car park instead;

- o How could the use of containers as office comply with legal regulations;

- o The proposal seems to be ripping our purpose built hostel which functions perfectly well;

- o Not a sustainable use;

- o No evidence has been produced to show that the development will increase turnover/footfall for the existing market; and

- o Impact on the existing market service charge.

Design:

- o The proposed plan does not appear to properly link the Laundry area with the existing market at the Uxbridge Road end and does not encourage good flow between the two areas for market customer/customers;

- o The design is ill-considered and not good enough;

- o The containers do not contribute to a positive environment;

- o The quality of the design is mediocre and muddled; and

- o High quality design and landscaping cannot be achieved by a temporary permission.

(Officer comment: See Design and Layout section of planning assessment).

#### Impact on neighbouring amenity:

- o Noise and disturbance from the proposed market and the building works;
- o Increase air pollution;
- o A3/A4/A5 require ventilation which will have an impact on residential amenity.  
(Officer comment: See impact of the development on residential amenity section of the planning assessment).

#### Health and safety:

- o More food outlets will create more waste which will increase vermin  
(Officer comment: See above)
- o The proposal is a fire risk - the exit is too narrow meaning a fire engine could not enter  
(Officer comment: Emergency vehicles would enter the site through the market entrance or through the Pennard Road entrance).
- o It could be a potential terrorist or other crime risk. Containers can't be 100% secure.  
(Officer comment: The proposed development is required to meet Secured by Design Standards which will be conditioned).

#### Highways/transport:

- o The proposal will result in more traffic  
(Officer comment: See above).

#### Supports

4.14 6 letters of support were received which are summarised below:

- o This new project will significantly boost the footfall in the market, thereby improving both the character of the market and traders' businesses by bringing in new customers;
- o The increase in noise or air pollution from any possible events should cause minimal disturbance;
- o The events will entice people into the market to increase footfall;
- o This intention behind the initiative seems very positive but it should be coordinated with existing market tenants;
- o The area is in desperate need of renovation and should be brought up to the 21st century but also not losing its character;
- o The existing market is a delicate micro-cosm. Whilst an integral part of our local urban fabric, it appears to be under threat. This proposal looks to cautiously extend activity and hopefully draw in new customers whilst retaining existing users. The scheme may be even more successful if there were fewer barriers between existing and proposed.

#### Neighbour responses - second round of consultation

4.15 Following the second round of consultation, 21 individual objections, 2 comments and 5 letters of support were received.

4.16 Of the 21 objections, 7 were from Pennard Road residents and 1 was from a Lime Grove resident.

4.17 New issues raised that are not reported above:

- o Concerns about proposal resulting in congestion on Pennard Road;  
(Officer comment: The proposals do not include any car parking and service vehicles will be restricted from using the Pennard Road entrance by condition).



o Further information requested on construction time and the impact of the development on residential amenity; uses that are proposed for the site mean that many units can re-designated without planning permission sought from the council.  
(Officer comment: Impact on residential amenity set out in comments above and 'impact on residential amenity' section of report. Condition 30 is recommended to restrict the change of use of any of the units without first applying for planning permission.

## 5. PLANNING POLICY FRAMEWORK

5.1 The National Planning Policy Framework (NPPF) was published on 27 March 2012. The NPPF sets out Government planning policies for England and how these are expected to be applied in favour of sustainable development. The NPPF replaces Planning Policy Guidance and Planning Policy Statements and is a material consideration in decisions on planning applications.

5.2 The London Plan was published in July 2016. It sets out the overall strategic plan for London and a fully integrated economic, environmental, transport and social framework for the development of the Capital over the next 20-25 years. It forms part of the development plan for Hammersmith and Fulham.

5.3 The Hammersmith and Fulham Core Strategy (2011) and Development Management Local Plan (2013) make up the Development Plan for the site.

5.4 Other material considerations include the White City Opportunity Area Planning Framework (2013) within which the local centre is identified as one of three main retail 'anchors' and the LBHF Planning Guidance Supplementary Planning Document (2013).

5.5 LBHF submitted its Proposed Submission Local Plan to the Secretary of State in February 2017. In June 2017, a public examination took place and the proposed main modifications to the plan are being consulted on until 15th September 2017. Due to its advanced stage of preparation, some weight can be given to the emerging Local Plan and the relevant policies from the emerging plan are considered below, as well as those currently adopted. In the emerging Local Plan, the site is within White City Regeneration Area.

## 6.0 PLANNING ASSESSMENT

6.1 The key planning considerations relating to this application are:

- o Whether the proposed mix of uses is acceptable in planning terms;
- o Whether the height, siting, layout, landscaping and appearance of the development is acceptable;
- o The impact of the development on the amenity of neighbouring residential properties;
- o The impact of the development on the surrounding road network, parking, provision of cycle parking and highway safety;
- o Whether adequate refuse/recycling storage facilities will be provided and the management or deliveries/servicing;
- o Whether the proposal is acceptable with regards to sustainability and drainage;
- o Whether the proposal would be acceptable in land contamination terms; and
- o Whether the development would increase opportunities for crime.

## Principle of the proposed land use

6.1 The proposals include a mix of uses across the site, including employment units (co-working studios/offices), community units and an events space supported by food and beverage units.

6.2 The proposals in their broadest sense are supported at a national level. The NPPF promotes economic growth (such as new employment and commercial uses) within existing town centres, in order to enhance their vitality and to create jobs and prosperity. The NPPF also supports development in sustainable locations, such as town centres to reduce the need to travel.

6.3 Similarly at a regional level the proposals are supported by London Plan Policy 2.15 (Town Centres), Policy 4.6 (Support for and enhancement of arts, culture, sport and entertainment) and Policy 4.7 (Retail and Town Centre Development). These policies promote the provision of new employment and cultural development that enhances the existing offer of town centres, particularly where they, "address deficiencies in facilities and provide a cultural focus to foster more sustainable local communities." The temporary provision of smaller units will help to nurture and encourage businesses within the local area without having an adverse impact on the viability of existing town centre uses. The London Plan also encourages development that supports and enhances the competitiveness, quality and diversity of town centre leisure, arts and cultural, other consumer services and public services.

6.1 With regards to Hammersmith and Fulham planning policy, the principle of using this site for the above uses for a temporary period is also considered acceptable.

6.2 Core Strategy Strategic Policy WCOA (White City Opportunity Area) sets out an indicative target of 10,000 new jobs for the WCOA area during the plan period. The proposed development would contribute to this target by creating employment opportunities.

6.3 Core Strategy Policy WCOA3 refers to the wider regeneration of the application site and states that the site should be regenerated (along with Shepherds Bush Market) to create a vibrant mixed-use town centre development which includes of small shops, market stalls, leisure uses and offices. The equivalent emerging Local Plan policy WCRA3 states that "the council will continue to support and work with existing traders for the retention and improvement of Shepherds Bush Market to provide a more vibrant mix of town centre uses, retaining accommodation or existing market traders and traders along Goldhawk Road."

6.4 Core Strategy Strategic Policy C (Hierarchy of Town and Local Centres) states that for Shepherds Bush town centre, the priority will be to strengthen the historic town centre by encouraging commercial and leisure based development and uses that will help regenerate town centre functions.

6.5 The development would assist in creating an attractive destination by bringing a redundant site into active use. The proposed uses (B1 office, A3/A4/A4 food and beverage units and D1 community) would contribute to creating vibrancy in the area as well as to its wider regeneration. The office development would be made available for local artists/businesses and would encourage local job creation. The containers would be made available for local pop-up and start-up businesses, boosting the local

economy. The community units with outdoor event space and landscaping would contribute to the vibrancy of the area.

6.6 Core Strategy Strategic Policy LE1 (Local Economy and Employment) sets out standards for local economy and employment and requires developments to ensure that accommodation is available for all sizes of business, including flexible space for small and medium sized enterprises and encourage local employment. The development complies with this, because local SMEs within the creative industries are expected to use the shipping containers. The applicants have advised that discussions are ongoing with the Bush Theatre about their potential occupancy and that the applicant is working in collaboration with LBHF Arts and Culture, to help meet the arts strategy for providing a cultural hub.

6.7 The requirement to provide a range of new employment uses and to retain/intensify existing employment uses is echoed in Policy DM B1 (Providing for a range of employment uses) and Emerging Policy LE1 of the adopted and the emerging Local Plan. The development therefore also complies with these policies.

6.8 Local Plan Policy DM C6 (Managing the impact of food, drink and entertainment uses) states that planning permission for use classes A3, A4 and A5 food and drink establishments will be subject to certain hours of operation. The proposed food and drink uses is considered to be acceptable in the town centre location and will be subject to conditions regarding opening hours and noise.

6.9 Core Strategy Strategic Policy CF1 (Supporting Community Facilities and Services) within the Core Strategy supports community facilities and services and the provision of a community use within the development therefore complies with its premise.

6.10 Core Strategy Strategic Policy OS1 (Improving and Protecting Parks and Open Spaces) seeks to protect and enhance parks and open spaces within the Borough and requires a mix of public and private open space in White City Opportunity Area. The development proposes an outdoor events space, landscaping, and pedestrian access route through.

6.11 Borough Wide Strategic Policy BE1 (Built Environment) requires development within regeneration areas to create a high quality urban environment that respect local context and character. The proposed office, community, food and beverage uses have been carefully chosen by the applicant (who owns the adjacent Shepherds Bush Market) so that they don't directly compete with the retail offer of Shepherds Bush Market. The main entrance to the proposed development will be through Shepherds Bush Market and this is proposed to increase the footfall through the market from both Goldhawk and Uxbridge Road. The proposal is considered to be complimentary to the market in terms of land uses as it would not result in direct competition and it would therefore respect the local context and character in line with Policy BE1.

6.12 Policy DM D1 (Enhancement of Community services) states that "The temporary use of vacant buildings for community uses, including for performance and creative work is encouraged. The temporary use of the site for a period of two years is considered to be acceptable as it would provide office/co-working accommodation for start-up businesses and would enhance the vitality and viability of the town centre. The site was outlined as the location for the temporary market where traders would have moved to whilst the regeneration works to the market were carried out and so the

principle of a temporary land use and the shipping containers was established with the previous consent.

6.13 In considering the issues above, the proposed mix of uses are considered to be acceptable in land use terms and the proposal therefore complies with the relevant national, regional and local planning policies of the Development Plan outline above.

#### Layout, Design, Heritage impact, Landscaping, and Access

6.14 London Plan Policies 7.1-7.8, Policies EN8 and BE1 of the Core Strategy and Development Management Local Plan Policies DM G1 and DM G3 require high standards of design, compatible with the scale and character of existing surrounding development and which is inclusive and integrates to help regenerate places.

6.15 Development Management Policy DMG1 (Design of a new build) relates to design and states that all proposals must be designed to respect:

- a) the historical context and townscape setting of the site, and its sense of place;
- b) the scale, mass, form and grain of surrounding development;
- c) the relationship of the proposed development to the existing townscape, including the local street pattern, local landmarks and the skyline;
- d) the local design context, including the prevailing rhythm and articulation of frontages, local building materials and colour, and locally distinctive architectural detailing, and thereby promote and reinforce local distinctiveness;
- e) the principles of good neighbourliness;
- f) the local landscape context and where appropriate should provide good landscaping and contribute to an improved public realm; and
- g) sustainability objectives; including adaptation to, and mitigation of, the effects of climate change;
- h) the principles of accessible and inclusive design; and
- i) the principles of Secured by Design.

#### Layout

6.16 In terms of layout, the containers which would be used for office/co-working B1 space (62.5% of the total number of containers) would primarily be located on the north, east and west sides of the site forming a secure boundary. The remaining community, food and beverage use containers are located within a square formation at the south-western corner of the site. The containers are arranged and stacked to create an enclosed space, as well as creating a secure boundary around the site and acting as an acoustic barrier to noise, particularly to the residential properties along Pennard Road.

6.17 The number of two storey containers would be limited to 5 and the minimum distance from the closest double stacked container to the garden boundaries is 10m which is considered to be acceptable. Bike storage and the on-site manager's office will be located near to the main entrance to the adjacent to the St Mungo's building. This has been located here to protect the amenity of residents at St Mungo's, with the on-site manager providing surveillance.

6.18 The layout of the proposals will facilitate easy and convenient pedestrian movement in the area whilst ensuring that the proposals do not have a detrimental impact on the footfall of Shepherds Bush Market. During the hours of operation of the adjacent Shepherds Bush Market, pedestrian access will be through the entrance from

Shepherds Bush Market to increase the footfall. Outside of Shepherds Bush Market opening hours, pedestrians would access the site via a new pedestrian route from Goldhawk Road via the existing lane adjacent to St Mungo's centre. Lighting would be installed in the lane which has been designed to add security whilst not being detrimental to the amenity of adjoining occupiers. The emergency exit/entrance into Shepherds Bush Market located at the north end of the site will not be used by customers or staff so that the proposal does not result in pedestrians by-passing the middle stretch of Shepherds Bush market. Condition 10 is recommended to ensure that this entrance is only used in emergencies and the operational management plan will provide details on how this entrance/exit will be controlled.

6.19 Similarly, the Pennard Road entrance will not be used by service vehicles to protect the amenity of the Pennard Road dwellings and condition 10 has been added to restrict the use. The original swept-path analysis drawing contained within the Waste Management Strategy has been removed as refuse vehicles were shown using the Pennard Road entrance.

## Design

6.20 The layout, scale and massing of the proposed development is considered to be acceptable and would respect the context, form and grain of the surrounding residential streets and neighbouring Shepherds Bush Market in accordance with Policy DM G1. The temporary proposals are considered to enhance the appearance of the site and the vacant shipping containers and would introduce hard and soft landscaping into the urban site.

6.21 The existing containers comprise dark green, metal shipping containers with a roller shutter to the front for access. The submitted drawings show that glazing would be inserted into the containers to make them suitable for office and community uses. The glazing would only be on the front of each container due to the proposed layout of the containers.

6.22 No details have been submitted on the detailed layout or appearance of the glazing/shutters and so condition 33 has been added requiring details of the typical layout and appearance of a container for each of the proposed uses. No details have been submitted for any external alterations to the containers which may be required such as the installation of air-conditioning units. Condition 31 has therefore been added which states that no external alterations (other than those shown on the plans) shall take place without planning permission being obtained first.

6.23 A decked area is proposed at first floor level on the roofs of the ground floor containers around the food/beverage/community court and a metal balustrade would be installed around the edges for safety. Five B1 containers would be located at first floor level around the community, food and beverage square as well as ten wooden sheds which would be used as informal seating space. Screening would be installed between the containers on the east and north elevations at first floor level to ensure that no overlooking occurs.

## Heritage

6.24 Policy DM G7 (Heritage and Conservation) states that the council will aim to protect, restore or enhance the quality, character, appearance and setting of the borough's conservation areas. The site is not located within in a conservation area but is adjacent to the Shepherds Bush conservation area which starts from Pennard Road. The Pennard Road frontages are the significant part of the Shepherds Bush Conservation Area, not the rear of the properties. As the site is located at the back of Pennard Road, the proposal does not affect the setting of the Conservation Area. The application has been reviewed by the Council's Urban Design and Conservation officer who has raised no objections to the proposal on design and heritage grounds.

6.25 The proposed temporary development is considered to be acceptable in terms of design and in compliance with the relevant policies which require high standards of design and for the development to be compatible with the scale and character of the existing surrounding development.

## Landscaping

6.26 The applicant has submitted a landscaping statement with the application which provides details on the landscaping. The landscaping is proposed to break up and soften the feel of the existing hard landscape and to complement the shipping containers with soft landscape and furniture. Planters and seating are proposed to define the spaces and create meeting points as well as opportunities for socialising or community event space. On top of the containers adjacent to East boundary, it is proposed to use a number of raised planters with planting to mitigate possible noise and lighting impact to existing residents on Pennard Road. The principle of the landscaping is considered acceptable and provides a suitable softening to the harsh edges of the shipping containers.

## Access

6.27 The proposed scheme is mindful to ensure that the existing market benefits from the increase in footfall that the scheme would provide. The main entrance/exit to the proposed development will be through an entrance from the existing market during the market opening hours (9:00am - 6:00pm). Once the market closes, pedestrians would use the route from Goldhawk Road beside St Mungo's Broadway centre to access the site. All other entrances/exits to the site will only be used for emergency access and this is secured by conditions.

6.28 All access points to the site are level or have a gradient not beyond 1:12 metres for wheelchair access. The layout of the site has been planned so that all of the uses (i.e. co-working, food and beverage and community containers) are located at ground floor so that wheelchair and pushchair users can access all of the proposed uses at ground floor level. A timber deck with wheelchair access ramps is proposed at the ground floor around the internal perimeter of the square to ensure level access to the containers.

6.29 A lift/ramp is not proposed up to the first floor level due to the temporary nature of the proposal. The only uses at first floor level are 5 B1 (office) containers and ancillary seating. Officers acknowledge that the application is for a temporary period of two years and so the cost of installation a lift would not be proportionate to the temporary

permission and would not warrant a reason for refusal. Alternative office space is located at ground floor level and the applicant has confirmed that DDA compliant removable ramps will be provided on site for wheelchair access to all of the ground floor co-working units.

#### Impact of the development on the amenity of neighbouring residential properties

6.30 Policy 7.6 of the London Plan (2016) states that buildings and structures should not cause unacceptable harm to the amenity of surrounding land and buildings, particularly residential buildings, in relation to privacy, overshadowing, wind and microclimate. Policy DM G1 refers to impact generally and the principles of 'good neighbourliness'. Housing Policy 8 in the LBHF planning guidance SPD requires amenity of neighbouring occupiers to be protected. Policy DM C6 also seeks to ensure that the late night economy does not cause unacceptable harm to residential amenity.

6.31 The proposal is located adjacent to residential properties on the western side of Pennard Road. The co-working/office containers will be positioned up against the boundary wall of the Pennard Road back gardens. The nearest food and beverage and community uses within the square are located approximately 14m away from the back garden walls of Pennard Road and approximately 20m from the rear elevations of the houses.

#### Daylight and sunlight

6.32 The proposed development will not have an unacceptable impact in terms of daylight or sunlight on the Pennard Road residential properties. The nearest containers to Pennard Road are single storey and are the same height as the existing boundary wall between the properties. The double height B1 containers are located 15m away from the rear elevations of the Pennard Road properties. Housing Policy 8 of the SPG (Protection of amenities) provides guidance on the assessing the impact that new development has on the amenities of neighbouring occupiers. It states that on sites that adjoin residential properties that have rear gardens of less than 9 metres in length (which is the case for the Pennard Road properties), the development should not extend beyond a line of 45° when taken from the ground floor of the boundary. The two storey containers, which are the highest part of the development, would be well under the 45° line when measured from the ground floor of the boundary and the height would therefore have no impact on daylight and sunlight to the Pennard Road properties.

#### Outlook

6.33 SPD Housing Policy 7 states that 'The outlook from any rear window of a habitable room in the main part of the building should not be significantly worsened as a result of any proposed extension built at a level higher than the level of the floor containing the affected window'. The outlook of the ground floor windows would not be adversely affected by the development due to the existing high boundary wall and containers. The double storey containers would be visible from the upper floor windows of the Pennard Road properties, however the separation distance is considered to be sufficient to ensure that the impact on outlook is minimal. The containers have been in situ on the site for a significant period of time and the proposals are considered to enhance the appearance of the containers.

## Overlooking

6.34 SPD Housing Policy 8 states that generally a roof terrace is unacceptable if it would result in an additional opportunity for overlooking or result in a significantly greater degree of overlooking.

6.35 The ground floor containers would not result in any overlooking to the Pennard Road properties as there is an existing boundary wall/hoarding between the containers and the back gardens which is at the same height as the containers.

6.36 The first floor terrace around the community, food and beverage square has been arranged to minimise the level of overlooking into both the adjacent Pennard Road properties and St Mungo's hostel. On the eastern elevation which faces Pennard Road, appropriate screening is proposed between the containers and sheds so that there will be no overlooking from the first floor level to the properties on Pennard Road. In addition, no windows are proposed on the rear elevations of first floor containers/sheds facing Pennard Road.

## Noise

6.37 Policy DM H9 and emerging Policy CC11 outline measures to control noise impacts of development; these include a requirement that, where necessary, a Noise Assessment is carried out to provide details of noise levels on the site. In terms of residential amenity and potential impacts on surrounding residents, the proposed uses will generate noise from plant, equipment and customers' voices, as well as potential cooking smells.

6.38 The application is accompanied by a Noise Impact Assessment report (prepared by Scotch Partners, dated May 2017, revision 04) which details the results of a noise survey as well as an assessment of the likely impact of noise from mechanical plant and customers' voices. The existing acoustic environment is composed of noise from passing tube trains on the nearby viaduct and noise from vehicles on the local road network. The noise surveys have gathered data on the east and west sides of the site, allowing maximum and minimum noise levels to be determined and to ensure that the environment next to the residential premises on Pennard Road is suitably captured. Noise levels are relatively steady between 7am and 11pm, before dropping noticeable overnight.

6.39 The noise surveys have allowed noise emission limits to be calculated in compliance with noise criterion, and to enable an assessment of the likely impact of patron-generated noise to be determined.

## Plant noise

6.40 Kitchen extract plant is proposed for five containers on the western side of the site, away from the residential properties. The lowest noise levels during the periods of operation between 9am and 11pm have been established, allowing a noise emission limit to be set in accordance with LBHF criterion. Full details of the plant to be installed have not yet been determined but, given the small-scale of the extraction equipment that will be required and the distance to residents, it is considered that compliance with the criteria can be achieved. Condition 16 is recommended which requires details of the plant noise.



## Customer noise and opening hours

6.41 The report has made a prediction of the likely noise levels generated by customers using the site. Predicted noise levels for customer-generated noise were derived through measurements taken at three existing street food markets in London. A maximum level of 73 dB (LAeq,1min) was measured during these surveys and this level has been used to make predictions at the application site. However, the report acknowledges that customer noise is inherently unpredictable and that there is no agreed assessment methodology for noise of this type. The assessment predicts that noise levels at residents' properties, generated by customers, will be at the same level as the ambient dB level (LAeq), but around 4 to 6 dB above the background dB level (LA90). This suggests that, in between passing tube trains, customer noise may be the more audible to residents, albeit not at high levels. A noise monitoring condition is recommended which requires the noise levels to be at the acceptable levels suggested in the report and for mitigation to be implemented should the noise increase beyond that level.

6.42 Following comments made by LBHF environmental health officers, the applicant revised the original proposed opening hours. The proposed opening hours are:

- o 09.00-20.00 Monday, Tuesday, Wednesday, Sunday and Bank Holidays (with all staff off-site by 20.30), and
- o 09.00-22.00 Thursday, Friday and Saturday, with the first floor containers closing at 20.00 (with all staff off-site by 22.30).

6.43 The opening hours are considered to be acceptable for this location are in within the range set out in policy DM C6 which should ensure that there is no adverse impact on neighbouring residents. The opening hours shall be secured by conditions.

6.44 The double storey containers would also act as a sound barrier and screen, providing further noise protection to residents on Pennard Road. Condition 5 is also recommended which requires the closure of the first floor seating area at 20:00. All containers would face away from the Pennard Road boundary and the roof areas of the single storey containers will be inaccessible to the public to secure the ongoing privacy of Pennard Road residents.

6.45 Condition 18 is recommended which requires the application to submit details of an Operational Management Plan (OMP) for the site which will include details such as security, opening hours and access etc. as well as details of events management.

## Odours

6.46 Policies DM H9 and H11 of the Development Management Local Plan seek to protect the amenity of occupiers of the development site and surrounding premises in terms of cooking odour.

6.47 Five out of the eight A3/A4/A5 containers are proposed as food preparation areas. These are located on the western side of the food and beverage square. Given the size of the containers and temporary nature of the proposal, it is unrealistic to expect a high-level discharge incorporating an electrostatic precipitator. The containers will be fitted with small individual vent-less recirculation systems which incorporate a filtration system

that is designed to deal with grease, fine particulates, smoke and odour. The applicant has submitted manufacturing details of the filtration system. Combined with the distance to the nearest residential properties, officers consider that these measures will be sufficient to ensure cooking odours do not cause an adverse impact on residential properties.

6.48 In summary, the proposals are considered to be acceptable with regards to the impact on residential amenity and are in accordance with the relevant planning policies.

#### Parking and highway impact

6.49 In terms of transport, the proposals are considered acceptable in respect of trip generation and highways safety as it is located within a sustainable town centre location. The submitted Transport Statement demonstrates that the expected person trips associated with the development proposals is not considered to be significant and would not result in a material effect on the highway network local to the site in accordance with Policy DM J1 and Policy T2. The Council's Highways team and Transport for London are therefore supportive of the proposals.

6.50 Vehicular access to the site will only be for deliveries and servicing and is proposed through the existing Shepherds Bush Market. This will accord with the current one-way operation and time restrictions of access. The applicant has clarified that the Pennard Road entrance will not be used at any time except for emergency access.

6.51 The development proposals will be car-free, with no car parking provided on site. This is in accordance with London Plan and LBHF parking standards (Policy DM J2) and is considered appropriate given the highly accessible location of the site. Policy DM J4 and emerging Policy T5 requires off street car parking bay for Blue Badge holders where there is delivery or other vehicle access to a development site. Blue Badge holders can park within on-street pay and display parking bays and resident permit holder parking bays within the vicinity of the site (including those on Wells Road, Lime Grove and Pennard Road) free of charge and without time limit. Due to the access constraints of the site, this arrangement is considered to be acceptable.

6.52 Cycle parking is provided in accordance with the London Plan and LBHF minimum cycle parking standards; a minimum of 18 cycle parking spaces will be provided on site (comprising a minimum of 12 long stay cycle parking spaces and 6 short stay cycle parking spaces). The cycle parking will be located in two of the containers located near to the entrance to the application site. Condition 22 is recommended which requires detailed drawings of the cycle parking to be submitted as the drawings provided are not sufficiently detailed.

6.53 TfL guidance suggests the need for a travel plan for workplace sites with more than 20 employees. The B1 use will employ more than 20 employees and so a travel plan will be required by condition. The travel plan is likely to take the form of a simple information pack for employees on the transport facilities in the area due to the small scale nature of the proposal.

#### Refuse, deliveries and servicing

6.54 London Plan Policy 5.17 makes clear that new development makes sufficient provision for waste management and promotes designs and layouts that secure the

integration of waste management facilities without adverse impact on the street scene. Policy DM H5 and emerging policies CC6 and CC7 require all new development to include suitable facilities for the management of waste generated by a development.

6.55 The applicant has submitted a Waste Management Strategy within the Design and Access Statement. Five 1,100 litre general waste bins and five 240 litre food waste bins will be provided on site which will be located in the south east corner. It is proposed that refuse vehicles would enter the site through Shepherds Bush Market and a loading area is provided at the entrance to the site to allow vehicles to stop and unload without blocking movement of other servicing vehicles through the Market. A swept path analysis is included in the Transport Statement which demonstrates that the refuse vehicle can access and leave the site appropriately. Site Management will be responsible for moving waste bins from the designated area to a point close to the collection point, at the time of the collection.

#### Sustainability and drainage

6.55 Section 10 of the NPPF contains the Government's policy on climate change. Paragraph 96 states that: "in determining planning applications, local planning authorities should expect new development to:

- o Comply with adopted Local Plan policies on local requirements for decentralised energy supply unless it can be demonstrated by the application, having regard to the type of development involved and its design, that this is not feasible or viable; and
- o Take account of landform, layout, building orientation, massing and landscaping to minimise energy consumption.

6.56 The Design & Access Statement states that there is an Environmental Strategy outlined which states that energy saving technology will be used with the addition of communal facilities to reduce energy usage and to assist with monitoring of energy consumption. It is intended to also minimise the use of water and a SuDs Assessment has been submitted which shows how the inclusion of additional landscaping measures, including green roofs will help manage surface water run-off. A Waste Management Strategy is also provided which shows how waste and recycling will be segregated and collected and a Lighting Strategy included which references the need to mitigate energy use. Condition 15 is recommended which requires the applicant to implement the measures set out in the Environmental Strategy.

6.57 Policy DM H3 and emerging Policy CC4 states that all developments in the Borough will be required to incorporate Sustainable Drainage Systems (SuDs).

6.58 A Flood Risk Assessment (FRA) has not been provided, although the main potential flood risk for the site is surface water and this has been discussed and a mitigation approach outlined in the SuDS Assessment.

6.59 The SuDS proposals will filter the majority of surface water on the site through green roofs or new landscaped areas on the site. These will slow the discharge rates of stormwater into the sewer system, which is welcomed.

6.60 A detailed Drainage Strategy is to be provided in which further details of the proposals can be provided, including an assessment of the actual betterment levels to be provided by the scheme and consideration of whether or not other measures could

be included - e.g. some rainwater harvesting for irrigation purposes. Condition 23 is recommended which requires the submission of further details on the drainage strategy.

## Contaminated land

6.61 Legislation and national, regional and local planning policy require the planning system to contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from unacceptable levels of soil and water pollution. They require the remediation and mitigation of degraded, derelict, contaminated and unstable land, where appropriate.

6.62 Policy CC4 of the Core Strategy (Protecting and enhancing environmental quality) states that the council will support measures to protect and enhance the environmental quality of the borough including harmful emissions to land, air and water and the remediation of contaminated land. Policy DM H7 (Contaminated land) seeks to ensure that when development is on or near a site that is known to be, or there is good reason to believe may be, contaminated, a site assessment is carried out and a report of the findings is submitted to establish the nature and extent of contamination. Policy DM H11 (Control of Potentially Polluting Uses) states that the council will, where appropriate, require precautionary and/or remedial action if a nuisance or other polluting emissions would occur.

6.63 The application has been reviewed by the Councils Environmental Quality team who have advised that potentially contaminative land uses (past or present) are understood to occur at, or near to, the site. The applicant has re-submitted a Pell Frishman geo-environmental report which was submitted with the outline application. A letter prepared by Idom Merebrook (dated 21/07/2017) has also been submitted which refers to the current proposal.

6.64 The Pell Frischman assessment considers the site under a residential end use and not as the proposed commercial end use in this application. It is also not clear that all available information has been appraised in this review. In light of this, further assessment is required to take account of the potential risk from land contamination under the proposed future use in this application. Conditions are therefore recommended to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan.

## Security and lighting

6.65 Development Local Plan Policy DM G1 requires all development to be designed to respect the principles of secure by design. Policy 7.3 of the London Plan (2016) states that boroughs and others should seek to create safe, secure and appropriately accessible environments where crime and disorder, and the fear of crime do not undermine quality of life or community cohesion.

6.66 The application has been reviewed by the Metropolitan Police Designing Out Crime Officer who advised that that the site should achieve full Secured by design - i.e. the units should be secured to the minimum security standard of PAS 24 and the that the area should be covered by suitable CCTV and that the area should be locked and

secured at night. There will be an on-site Manager during the hours of operation and a container has been identified for their site office, located adjacent to the entrance to the site and to St Mungo's. This will provide for surveillance. Outside of trading hours, the site will be locked up and secured by security gates at both entrances by the on-site Manager and details of this will be required in the operational management plan. Condition 20 is recommended which requires details to be submitted which confirm that the proposal complies with Secured by Design standards.

6.67 Outside the agreed operational times, the site will be closed to the public with the access points being secured and protected by adequate security systems. CCTV will be in operation across the whole site and the applicant has provided plans which show where the cameras will be located. The existing CCTV will be supplemented with additional cameras and hardware to provide comprehensive CCTV coverage. Condition 21 is recommended which requires details of the CCTV locations to be submitted as the Metropolitan Police require more detail than was submitted with the application.

6.68 Both the Met Police and Pennard Road residents have expressed concerns about security and the impact on amenity with the use of the Pennard Road entrance. The applicant was advised to remove the use of this entrance from the proposal at pre-application stage and the drawings were updated to reflect this. There are existing gates/hoarding on the Pennard Road entrance and Condition 10 is recommended which restricts the use of the Pennard Road entrance except for emergency access.

6.69 Policy DM H10 and emerging Policy CC12 states that potential adverse impacts from lighting arrangements will be controlled by requiring proposals to include details showing that it is appropriate for the intended use and provides adequate protection from glare and light spill.

6.70 A Lighting Plan has been submitted with the application and a lighting strategy included in the Design and Access Statement. The proposed lighting strategy seeks to enhance the development with background illuminance, for safety and interaction, balanced with illumination to key landscape and built features. The scheme will provide sufficient lighting levels to ensure the space feels safe at night time, whilst not disturbing surrounding residential homes and St Mungo's adjacent to the proposed out-of-hours entrance passageway. The proposed lighting strategy is considered to be acceptable in accordance with policies DM H10 and CC12. Condition 7 is recommended which requires all lighting to comply with the Institution of Lighting Professionals Guidance to ensure that the lux levels are appropriate and do not impact the amenity of adjoining occupiers in accordance with policies DM H10 and H11.

## Conclusion

6.71 In conclusion the proposed development is considered acceptable in policy terms, and once operational will be a positive addition to the rich diversity of uses and spaces within the Shepherds Bush Metropolitan Town centre. The bringing into use of a vacant site for a temporary period for employment, food and beverage use will respect the local context and character of the adjoining uses and enhance the vitality and viability of the town centre. Subject to conditions, the proposal is considered to be acceptable with regards to land use, design, amenity, transport, sustainability, land contamination and security and is in accordance with the relevant national, regional and local planning policies.

## 7.0 RECOMMENDATION

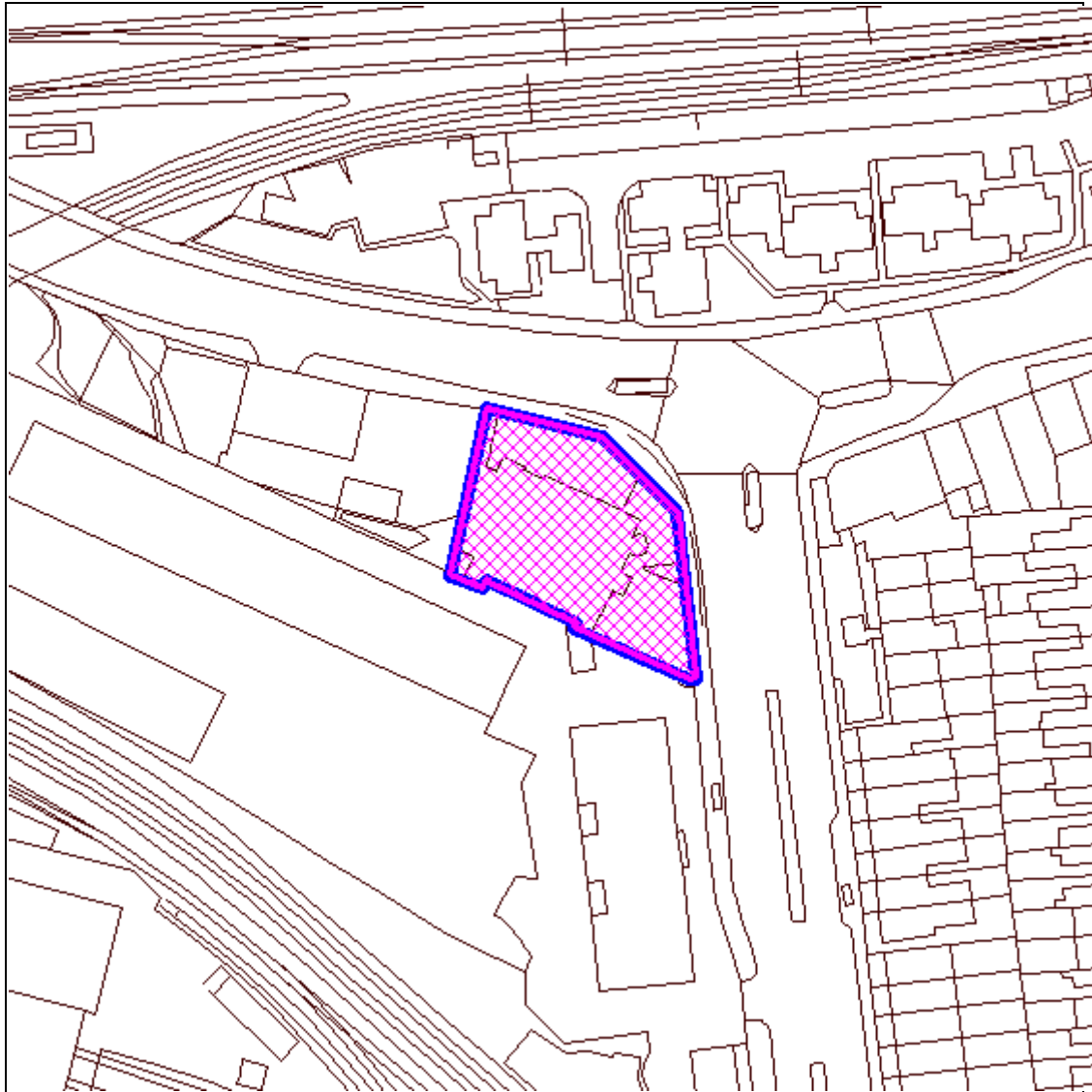
7.1 That the Director for Regeneration, Planning and Housing Services be authorised to determine the application and grant permission subject to conditions.

---

**Ward:** College Park And Old Oak

**Site Address:**

2 Scrubs Lane London NW10 6RB



© Crown Copyright. All Rights Reserved. London Borough Hammersmith and Fulham LA100019223 (2013).

**For identification purposes only - do not scale.**

**Reg. No:**

2017/02737/OPDOBS

**Case Officer:**

Katrine Dean

**Date Valid:**

14.07.2017

**Conservation Area:**

**Committee Date:**

05.09.2017

**Applicant:**

Michael Mulhern  
City Hall London SE1 2AA

**Description:**

Consultation by OPDC for the demolition of existing building and structures and redevelopment of the site for a mixed-use development comprising basement and 20 storeys in height (71.4m above ground level), to provide 83 residential units (Class C3), 225sqm (GIA) retail or cafe/restaurant (Class A1/A3), 425sqm (GIA) nursery (Class D1) and 452sqm (GIA) place of worship and community use (Class D1) with shared circulation space, landscaping and public realm, disabled car parking, cycle parking, plant and associated works.

Drg Nos:

**Application Type:**

Observations to OPDC

**Officer Recommendation:**

- 1) The development does not comply with London Plan Policy 7.4 on Local Character and Hammersmith and Fulham LDP Policy DM G1 on Design of New Build because:

the positioning and proportioning of the building at its base and the configuration of the open space at the front of the building would not respond appropriately to the context of the site, failing to define this prominent corner location and to form a cohesive townscape relationship.

the proposed façade design does not achieve the 'highest design quality' required for tall buildings due to lack of depth and refinement of the tower elevations and lack of interaction between the base and the street.

- 2) The development fails to comply with London Plan Policy 7.8 on Heritage and Architecture and LBHF Policy DM G7 on Heritage and Conservation because:

the identified local heritage assets would be unacceptably and directly visually affected by a proposed single, tall building form that would fail to provide townscape repair or to respond positively to the character of the historic context.

- 3) The proposed open space at the front of the building does not comply with London Plan Policy 7.5 on Public Realm and LBHF Core Strategy Policies OS1 and DM Policy BE1 because:

adequate quality is not achieved due its location at the corner junction, creating an unpleasant noisy environment.

it would be dominated by vehicle movement generated by visitor and service pick-ups and drop offs hampering any sense of enjoyment associated with 'amenity'.

- 4) The proposed development does not comply with Policy DM J6 of Hammersmith and Fulham's Development Management Local Plan (2013).



The location of the proposed servicing area is unacceptable and would lead to conflict with pedestrians and members of the public using the open space,

In principle, the Highways Authority object to planning permission for development proposals being granted prior to agreeing strategic plans for Scrub Lane.

- 5) The development does not comply with London Plan Policy 3.9 and LBHF DMLP Policy DM A3 because:  
the proposals have not achieved the maximum percentage of affordable provision or an adequate tenure mix. No social rented units are proposed and there would be an excess of four bed units
- 6) The development is contrary to London Plan policies 7.14 and 7.15 on Air Quality and 5.3 on Sustainable Design and Construction because:  
the applicant's Air Quality Assessment does not adequately assess the impact of road traffic and plant emissions on the proposed uses requiring additional mitigation.  
in terms of Sustainability, the Energy Strategy does not include clear zero carbon offset payment provision calculation or split between LB Brent and Hammersmith. A sum of £75,600 is required to be secured via s106 contributions.

---

**LOCAL GOVERNMENT ACT 2000  
LIST OF BACKGROUND PAPERS**

**All Background Papers held by Helen Murray (Ext: 3439):**

Application form received: 11th July 2017  
Drawing Nos: see above

**Policy documents:** National Planning Policy Framework (NPPF) 2012  
The London Plan 2016  
LBHF - Core Strategy Local Development Framework 2011  
LBHF - Development Management Local Plan 2013  
LBHF - Planning Guidance Supplementary Planning Document  
2013

**Consultation Comments:**

**Comments from:**

**Dated:**

## **Neighbour Comments:**

**Letters from:**

**Dated:**

### 1.0 BACKGROUND

1.1. The London Borough of Hammersmith and Fulham (LBHF) have been consulted on the above planning application by the Old Oak and Park Royal Development Corporation (OPDC). The Council is a statutory consultee for all applications within the Old Oak and Park Royal Opportunity Area (the Opportunity Area) that fall within its borough boundary and as such, if granted, has potential impacts on the borough and the services it provides.

1.2. The 2011 Localism Act provided the Mayor with powers to set up Mayoral Development Corporations. The OPDC was established by a Statutory Instrument in January 2015, and was granted planning powers through a further Statutory Instrument in March 2015. The OPDC came into existence on 1 April 2015. On this date the OPDC became the local planning authority for the area, taking on planning functions including plan making powers and determination of planning applications. LBHF remains the Highway Authority for the area within the borough boundary.

1.3. The site is within LBHF and falls within the Old Oak and Park Royal Opportunity Area which is expected to accommodate at least 24,000 new homes and 55,000 new jobs.

1.4. LBHF officers have prepared a report detailing the shortcomings of the scheme, where it is considered that it fails to comply with planning policies. Furthermore, as a statutory regulatory body, officers have recommended relevant compliance conditions and informatives to be applied, should planning consent be granted against officer recommendation.

1.5. This application is being presented at Planning and Development Control Committee to give Members the opportunity to consider and endorse officers' grounds for objection and the list of conditions and informatives, should the development be approved.

1.6. Members should be aware that OPDC's Planning Committee for a decision on this development has not yet been confirmed.  
Site and Surroundings

1.7. The application site is located on the northern edge of Scrubs Lane (PTAL 4) and within OPDC Planning Authority area. It is a prominent gateway site to the Old Oak Park Regeneration Area and Scrubs Lane, which connects Harlesden, Old Oak, and White City.

1.8. It occupies a corner plot to the west of Scrubs Lane at its junction with Harrow Road and accommodates a three storey church building and ancillary nursery. It is bounded to the north by Harrow Road and Scrubs Lane to the east. A petrol filling

station is located to the west, and to the south is an aspirational pedestrian and cycle-way providing and east/west link.

1.9. The site forms part of the proposed Harrow Road Cluster and is covered by the Scrubs Lane Direction of Travel Document (March 2017) and OPDC's pre-consultation document on the emerging Scrubs Lane Development Framework.

### Planning History

1.10. Pre-application planning process has been on-going since December 2015, whereby Hammersmith and Fulham officers were involved informally. No formal pre-application request has been submitted from the applicant and no planning fees for professional officer advice recouped.

1.11. Comments on design development have been fed through the OPDC officers via email exchange during the pre-application process. Objections to the proposed scheme on design grounds have been voiced throughout the pre-application process, however, have not been incorporated into the final submission and the scheme which is currently under assessment.

### Proposal

1.12. It is proposed to redevelop the site, demolish the existing church building and construct a mixed use development comprising ground plus 20 storeys in height (71.4m above ground level) building:

- o 83 residential homes including 20 affordable homes (Class C3);
- o 225sqm (GIA) retail or cafe/restaurant (Class A1/A3);
- o 425sqm (GIA) nursery (Class D1) and 452sqm (GIA) place of worship and community use (Class D1) with shared circulation space;
- o landscaping and public realm, disabled car parking, cycle parking, plant, and associated works.

1.13. The development would be car free, except for disabled car parking located at lower ground floor. Cycle parking and refuse would be located at lower ground floor. Upper floor storeys would accommodate residential units and a landscaped roof garden would be located at roof level.

1.14. Ground floor accommodation would consist of the church, capable of hosting a congregation of over 300, community nursery facility for around 76 children, café (A3) and residential entrance core. A mezzanine level (first floor) would contain office space for the community use.

### Supporting Documents

1.15. The applicant has submitted the following in support of the application:

- o Air Quality Assessment
- o Childcare Nursery Travel Plan
- o Church Travel Plan
- o Construction Management Plan
- o Cycling Audit
- o Daylight and Sunlight Assessment

- o Design and Access Statement
- o Energy Statement
- o Geoenvironmental Study
- o Health Impact Assessment
- o Heritage, Townscape, and Visual Impact Assessment
- o Noise Impact Assessment
- o Pedestrian Audit
- o Planning Statement
- o Statement of Community Involvement
- o Sustainability Statement
- o Transport Assessment
- o Utilities Statement
- o Viability Report
- o Viability Review (BNP)
- o Waste Management Strategy
- o Wind Microclimate Assessment

## 2.0 PUBLIC CONSULTATION

2.1 This application was submitted to OPDC who are the Local Planning Authority, and it is their duty to consult on the planning application. The OPDC have notified residents and consultees, including the London Boroughs of Brent and Ealing, the Royal Borough of Kensington and Chelsea, as well as relevant external consultees.

2.2 LBHF have been consulted as a statutory consultee and a Planning, Highways, Housing, and Environmental Health Authority. Comments on the proposed scheme have therefore been received from relevant internal departments and incorporated within this observations report.

2.3 Officers note that the OPDC have received objections to the scheme from the Hammersmith Society, 18 individual responses and the Chair of the St Helens Residents Association, representing 420 residents in North Kensington, on the following grounds:

Housing Density - the Mayor's SPG on Housing sets out a density of 716 units per hectare, the proposal is around seven times the London Plan guidance level in a suburban setting, which is unacceptable.

Building Height - the surrounding buildings are low rise and the 20 storey tower would not be compatible in this context. The concept of 'clusters' is seen by local people as an artificial construct, introduced to allow OPDC to retrofit its policies around landowner aspirations and to diverge significantly from its original 'vision' for Scrubs Lane as expressed in the Regulation 18 Local Plan. Furthermore, the concept of 'one tall building per cluster' in Scrubs Lane is not plan-led development but a response to high housing targets set for the OPDC area in the 2015 Further Alterations to the London Plan.

Affordable Housing Offer - absence of transparency in the viability statement, no figures on land costs have been provided, only 6% of units would have 3 or more beds remainder being 1 or 2 beds. No social rent provision would fail to meet housing need in the area.

Traffic and Transport - despite this being a 'car-free' development, deliveries from on-line shopping and taxis have not been considered. Resultant extension of the hours of College Park CPZ would have an impact on the residents.

Building Design - LP Policy 7.6 on design has not been complied with in that 'the highest quality' has not been achieved. Finishing materials (variegated brickwork) would not weather well. Fire escape design has not been adequately considered.

2.4 An objection from the MP for Hammersmith Andy Slaughter has been received noting that the OPDC Local Plan has not been finalised and it is premature to consider this application based on what may be built in the future; existing transport infrastructure would not be able to cope with a building of this size and density; the proposed transport improvements have not yet taken place; and the application does not provide sufficient information on fire safety measures.

2.5 LBHF support and endorse relevant grounds for objection and those considered to be material planning considerations

### 3.0 Planning Considerations

#### Policy Context

3.1 Applicable to the development are the following policy documents:

National Planning Policy Framework (NPPF) 2012

The London Plan 2016

LBHF - Planning Guidance Supplementary Planning Document 2013

Old Oak and Park Royal Opportunity Area Planning Framework

Appendix 1 Scrubs Lane Development Framework

LBHF Core Strategy Local Development Framework 2011

LBHF Development Management Local Plan 2013

3.2 The principle of the proposed residentially-led mixed use scheme is acceptable in land use planning terms. It generally complies with London Plan Policy 2.1, which accepts non-industrial and non-employment uses when these are part of a strategically co-ordinated process of SIL consolidation taken forward through an Opportunity Area Planning Framework. The OPDC draft Local Plan Policy P8 'Scrubs Lane' promotes residential-led development in this area.

3.3 The proposed non-residential, ground floor uses are also acceptable and in compliance with London Plan Policy 2.13, which seeks development in Opportunity Areas to optimise residential and non-residential outputs and densities.

3.4 The Direction of Travel Document (DTD) provides guidance for 'clusters' and location of active uses to shape built form along Scrubs Lane. Although the DTD does not carry weight for determining planning applications, it reflects the provisions of London Plan Policy 7.7 on the location and design of tall buildings. Compliance with the DTD has formed the basis for pre-application discussions in the absence of an adopted local plan.

3.5 In principle, the proposed building type is in line with the proposals for Scrubs Lane DTD and the aspirations of the Draft Local Plan. It proposes the designation of the

south-western corner for a single tall building of highest design quality. The aim is to support local legibility and secure additional benefits including high quality public realm.

### Plot Configuration and Positioning

3.6 The application site is located within a designated 'sensitive edge' in the Old Oak and Park Royal Draft Local Plan. It has retained much of its historic openness by allowing views and links from the canal corridor, the Scrubs, the cemeteries, and the green railway verges. The immediate site context consists of traditional terraced form to the east, north and north-west and mixed industrial character to the west and south.

3.7 The upper storeys would comprise a slender tower element with a square form marking the entrance to Scrubs Lane and the wider Old Oak Regeneration Area. The tower's 3-storey base, which is intended to act as datum reference to the Victorian terrace on the eastern side of the junction, would be lower in height than the Victorian hotel across the opposite side of Scrubs Lane. While the northern elevation would follow site boundary along Harrow Road, the eastern elevation would return in a right angle, rather than following the direction of Scrubs Lane. This would create a broadly triangular space in the Scrubs Land frontage that would widen to the south.

3.8 The base would be different in form from the tower because it would have a larger footprint. While this enables the tower element to meet the ground, the visual impact of the base, as a response to the townscape context would be limited. The height of the base would lack clear visual reference within the context of the site. Its legibility would over-rely on a white string course around the balustrade and fenestration and façade detailing below the string course, rather than the mass and positioning of the building itself.

3.9 Furthermore, due to the positioning of the open space at the front of the building, the base would appear weak in local views along Harrow Road and Scrubs Lane, failing to define the junction.

3.10 The scheme would not achieve a positive and cohesive townscape relationship in the context of this pivotal location, which is contrary to design requirements set out in the London Plan Policy 7.4 - Local Character and Hammersmith and Fulham Local Development Plan Policy DM G1 - Design of New Build.

### Detailed Design

3.11 The tower would be clad in brick as a response to its surrounding residential context, with a tonal variation to be agreed via planning conditions. The use of brick slips is proposed. It is not considered that this material is visually acceptable and would not convey solidity and quality.

3.12 The upper facades would be composed of continuous vertical piers with alternating widths and full height glazed bays and inset balconies at corners. The verticality would be balanced with reconstituted stone string courses on every 2 floors, terminating with lighter masonry framework at top 2 floors and roof terrace. The overall detailing would be simple. To put a more solid emphasis on the base, piers and openings with deeper and more stepped reveals should be used and further refined by decorative detailing to the brickwork. Special glazing and canopy details should be incorporated to mark the community uses at building base.

3.13 The overall design of the tower element shows an appropriate level of variety and hierarchy, as well as appropriate proportions however, the detailing of the tower brickwork lacks depth and solidity that would be expected from a masonry building of this scale. The elevations would lack interaction and a positive, cohesive relationship with the surrounding street scape demonstrated by:

- o The lack of prominence of entrances to community uses
- o The inactive corner that addresses the junction, further aggravated by the amenity space at the front
- o The stepped barrier at southern interface with the link to Willesden Junction, the louvered substation door and car park vents facing site arrival, services entrance and car lift access.

3.14 It is considered that the highest design quality expected for tall buildings and a successful architectural relationship between the tower base and the public space have not been achieved. Therefore, the development would fail to achieve a sense of place envisaged at a 'cluster' location. This is contrary to London Plan policies 7.4 and 7.7 and Hammersmith and Fulham Local Plan Policy DMG1 on design.

#### Open Space and Public Realm

3.15 The proposed amenity space between the tower base and Scrubs Lane would be multifunctional, providing seating for retail, access for pedestrian and motorised arrivals for the community uses as well as vehicle access for servicing and refuse collection.

3.16 Most the open space would therefore remain free of structures. Seating would be arranged around the edges, with planting acting as a buffer from traffic noise and pollution at the junction.

3.17 It is considered that opportunities to form quality public, external gathering and interaction space has been compromised in this location. This space would be dominated by vehicle access, generated by servicing, pick up and drop offs and an unattractive, recessed entrance to the car lift.

3.18 The open space and landscaping proposals fail to meet the aspirations for public realm London Plan Policy 7.5 and LBHF Core Strategy policies OS1 and DM Policy BE1. More design innovation and creativity to secure high quality open space and/or alternative configuration of the base was requested during the pre -application phases by LBHF and this has not been achieved.

#### Heritage

3.19 The surrounding industrial legacy of the Old Oak Park area, the openness of the cemeteries and green spaces provide the setting for the identified heritage assets that would be directly affected by the proposed development, including: St Mary's (Cemetery) Conservation Area to the west; Chandelier Building (local heritage interest) and its setting to the south; and College Park Hotel (a building of merit) across the road at Scrubs Lane.

3.20 Additional indirect visual impact would be incurred on the Grade II listed Kenmont School, the Grade I listed Registered Park and Garden at Kensal Green Cemetery and its listed monuments and structures.

3.21 The development would have a detrimental heritage impact. The tower would appear prominently in the background of the view from Kenmont Gardens, which encompasses views from the Grade II listed school building, causing a harmful impact on its setting. The building would stand out as a single tall form in views from St Mary's Conservation Area, compromising its openness and character. Furthermore, there would be a lack of townscape integration of building base into site context, to the detriment of the adjacent College Park Hotel and the Chandelier Building.

3.22 The scheme therefore contravenes London Plan Policy 7.8 on Heritage Assets and Archaeology, which requires development affecting heritage assets and their settings to conserve their significance, by being sympathetic to their form, scale, materials, and architectural detail. This is also contrary to LBHF Policy DM G7 on Heritage and Conservation, which broadly reflects LP Policy 7.8.

#### Residential Amenity

3.23 London Plan Policy 7.6Bd (Architecture) requires new development to avoid causing 'unacceptable harm' to the amenity of surrounding land and buildings, particularly in relation to privacy, overshadowing and microclimate. This is particularly important where tall buildings are proposed.

3.24 London Plan Policy 7.6 states that buildings and structures should not cause unacceptable harm to the amenity of surrounding land and buildings, particularly residential buildings, in relation to privacy overshadowing and wind and microclimate. Policy 7.7 adds that tall buildings should not affect their surroundings adversely in terms of microclimate, wind turbulence, overshadowing, noise, reflected glare, aviation, navigation, and telecommunication interference.

3.25 No objections are raised by LBHF on the impact of the proposed development on the residential amenity of the existing or future occupiers.

#### Highways and Transportation

3.26 The Council's Highways and Transportation Team have been consulted on the application as the Local Highways and Traffic Authority.

3.27 Fundamental concerns about granting planning consent for development fronting onto Scrubs Lane in the absence of approved plans for improvements along Scrubs Lane have been raised.

3.28 Concerns have also been raised regarding addressing future movement and providing high quality sustainable public realm.

3.29 The Council's Highways Team should be closely involved in agreeing its future design, ahead of planning approvals that seek to create new site entrances onto Scrubs Lane.



3.30 The Council's Highway Authority therefore objects to the propose development because it is premature to determine this ahead of agreeing the future design of Scrubs Lane. This is especially relevant at the junction of Scrubs Lane and Harrow Road where safety issues are paramount.

#### Servicing

3.31 The applicant has submitted plans demonstrating service vehicles dangerously entering the application site. For example, Drawing no. 0013RevA08, illustrates a large refuse vehicle and a large van cutting left across two lanes of traffic, while using a right turn lane to enter the site. The manoeuvre is particularly dangerous as there are aspirations to provide a bi-directional cycle lane on the same side of the carriageway.

3.32 The Highway Authority objects to the proposed access for servicing and refuse vehicles, as it is contrary to Policy DM J6 of Hammersmith and Fulham's Development Management Local Plan (2013) and poses a serious highway safety implication and may result in a road traffic collision. Servicing issue from the carriageway is not an option, which can be supported by the Highway Authority. The applicant must submit vehicular tracking demonstrating the ability for a refuse vehicle and delivery van to enter the site safely using the inside lane of traffic as required.

3.33 The applicant has provided details required for suitable facilities for storage and collection of segregated waste. Refuse collection would take place within the site frontage off the public highway. The bins are to be transported from the basement car park via the vehicular lift. The information submitted is satisfactory and in accordance with policy DM A9 of LBHF's Development Management Local Plan (2013). The proposal for refuse collection is acceptable subject to the applicant addressing point 3 above.

#### Parking

3.34 The applicant has indicated that with the omission of blue badge car parking spaces the development shall be car free. Blue badge holders would have 9 accessible parking spaces, including 8 spaces for residential use and 1 space for the Church. The parking spaces would be located in a basement car park and accessed via a vehicular lift. This is in accordance with Policy 6.13 of the London Plan (2016) and Policy DM J3 of Hammersmith and Fulham's SPD (2013).

3.35 The Highway Authority welcomes the provision of Electric Vehicle Charging Points for all 9 parking spaces, which exceeds the requirements of Policy 6.13 of the London Plan (2016).

3.36 There is an intention within the development to contribute towards car club provision. Further details should be provided and funding secured via legal agreement, as outlined in paragraph 18.5.

#### Vehicular Lift

3.37 Plans have been provided demonstrating the ability for vehicles to enter and exit the proposed vehicular lift and the proposed parking spaces in the basement. The

headroom within the vehicular lift should be a minimum of 2.3m for cars. Other than headroom the vehicular lift should have dimensions of 3.6m x 4.8m, which have not been clarified on the drawings.

### Cycle Parking

3.38 A total of 170 secure cycle parking spaces is proposed, comprising of 155 long-stay spaces for residential use (C3), 9 for Nursery (D1) and 1 each for Retail (A1, A2, A3) and the Church. In addition, 2 short stay cycle spaces would be provided for residents, and 1 each for retail units and the Church. Long-stay cycle parking would be provided within the basement car park and would be accessed via the two proposed lifts. The short-stay cycle spaces would be provided on the ground floor around the site boundary.

3.39 The proposed cycle parking provision is in accordance with the London Plan (2016). However, the Transport Assessment identifies that a typical number of visitors for the Church would reach 275 on certain day, resulting in 1 less cycle parking space to meet demand. The applicant should consider providing more cycle parking dedicated to the Church.

### Housing

#### Unit Mix

3.40 London Plan Policy 3.9 seeks to secure that communities are mixed and balanced by tenure and housing income. LBFH DMLP Policy DM A3 sets out requirement for affordable rent unit mix as follows: 1 bedroom: 10% of units; 2 bedrooms: 40% of units; 3 bedrooms: 35% of units; 4+ bedrooms 15% of units; intermediate housing approximately: 1 bedroom: 50%; 2 bedrooms: 35%; 3 or more bedrooms: 15% of units; and for market housing, a mix of unit sizes including larger family accommodation.

3.41 The following housing mix is proposed. Evidently, the mix is skewed towards the provision of 2 beds, at 70% across market and intermediate units. An adequate mix of units would not be achieved by the development. It is therefore contrary to London Plan and Local Plan policies.

Unit Type	Private	Affordable	Total %
1B2P	11	0	13%
2B3P	26	10	70%
2B4P	22	0	0%
3B5P	4	0	5%
4B5P	0	10	12%
Total	63	20	100%

### Affordable Housing

3.42 London Plan Policy 3.11 (Affordable Housing Targets) sets a London wide affordable housing target of at least 13,200 more affordable homes per year. The policy

advises that 60% of new affordable housing should be provided for social or affordable rent and 40% for intermediate rent or sale, with priority accorded to the provision of affordable family housing. The London Plan addresses the introduction of affordable rent, with further guidance set out in the Housing SPG. With regards to tenure split the Mayor's position is that both social rent and affordable rent should be within the 60%.

3.43 London Plan Policy 3.12 (Negotiating Affordable Housing on Individual Private Residential and Mixed Use Schemes) seeks negotiation to secure the maximum reasonable amount of affordable housing within new development taking account of the individual circumstances including development viability.

3.44 Core Strategy Policy H2 (Affordability) sets a borough wide target that 40% of all additional dwellings should be affordable. LBHF Draft Local Plan Policy HO3 (Affordable Housing) suggests that 60% of affordable housing should be social or affordable rent with the 40% remainder as intermediate.

3.45 The application comprises a total of 83 residential units with 20 affordable (intermediate), consisting of 10 four beds and 10 two beds. The affordable element would comprise 24.1% at unit basis and 32.6% at habitable room basis. No socially rented units have been proposed.

3.46 The applicants have submitted a Viability Assessment in support of their application, which has been reviewed by the OPDC's viability consultants BNP. BNP have produced a report which concludes that the scheme can support 35% affordable housing provision and generate a surplus over and above the Site Benchmark Value. In arriving at this conclusion, BNP have noted the potential for considerable cost reduction from a combination of build costs, programme length, finance costs and site benchmark value, as well as the potential for additional revenue from parking spaces.

3.47 Taking into consideration the foregoing discourse, it is not considered that the current proposals meet the required percentage or tenure mix of affordable housing required by the London Plan and Local Plan policies.

3.48 Furthermore, the unit size mix of intermediate housing is not appropriate with an excess of four beds, which are better suited to low cost rental and the level of affordable housing could be increased.

3.49 LBHF Housing Department, as Housing Authority, have been consulted and recommend refusal or deferral of this application, to allow further negotiations for an improved quantum and mix of affordable housing. To assist with negotiations, the Council would consider flexibility in respect of the affordability and rent levels of the intermediate tenures. This would result in securing a reasonable number of homes at Social Rent/London Affordable Rent levels.

## Environmental Matters

### Air Quality

3.50 The development site falls within the borough-wide Air Quality Management Area. The site is an area of poor air quality due to the road traffic vehicle emissions from Scrubs Lane (A219), Harrow Road (A404). Objection is raised on behalf of the Council's Environmental Quality Team, noting that the Air Quality Assessment (Ref. C-05294-C-AQ-20170524 P03, dated 22/06/2017 by Hydrock).

3.51 Officers do not consider that the applicant's Air Quality Assessment adequately assesses the impact of road traffic emissions, specifically from traffic at Scrubs Lane/Harrow Road junction, and energy plant emissions on residential and ground floor uses (especially D1 nursery). Furthermore, no assessment has been made into the impact of energy plant emissions from off-site receptors. Additional mitigation would be required with regards to future residential exposure to poor air quality in this location.

3.52 The impact of transport emissions during demolition and construction, as well as energy plant emissions during the operational phase, would have an additional negative impact on local air quality, requiring further mitigation because the development would introduce new receptors into an area of poor air quality.

3.53 The development is therefore contrary to London Plan policies 7.14, 7.15 and LBHF Policy DM H8 - Air Quality.

3.54 Conditions are recommended, should the development be approved, to secure an Air Quality Management Plan (AQDMP), a Construction Logistics Plan (CLP), a Low Emissions Strategy and an amended Air Quality and Air Quality Neutral Assessment, assess the impact on air quality on both on-site and off-site receptors.

### Sustainability

3.55 LBHF Environmental Policy Team have reviewed the proposed development and have provided comments on the Sustainability Statement. It has been noted that no mention of Policy 5.3 on Sustainable Design and Construction has been made and there is no reference to it.

3.56 An Energy Strategy has been submitted and assessed by LBHF Policy Team. Renewable energy options to reduce CO<sub>2</sub> are discussed and although are feasible and capable of achieving an additional 3% reduction in CO<sub>2</sub>, their costs are highlighted as making this option unattractive compared to the option of making an offset payment.

3.57 Reference is made to making an offset payment, this does not appear to have been calculated. LBHF calculate the zero carbon target to be missed by 42 tonnes. The off-set payment should be calculated at £1,800 per tonne and a total of £75,600 would be required. This would require to be split between Hammersmith and Brent and secured via s106 agreement accordingly.

3.58 No objections have been raised on the grounds of Noise or Contaminated Land, however, it is recommended that conditions set out in section 20 and informatives in section 21 are applied.

## S106 Agreement

3.59 The Council considers it is important to be signatories to the s106 agreement. The Council is the Highways, Housing, Waste and Education authority, the local authority for Public Health, and responsible for Air Quality. The Council also plays a key role in economic and employment provisions. As such it is appropriate that it should manage relevant planning obligations, which it can only do if it is party to the agreement.

3.60 Being party to the s106 agreement will enable the Council to monitor compliance and thus reduce the need for the OPDC to do so. It will also avoid the need for the OPDC to collect monies and distribute to the Council.

3.61 Without the council formally securing commitments by being party to s106 agreements, its ability to promote and comply with its council wide duties will be severely undermined.

3.62 Housing Authority - Affordable housing provisions, including nomination rights of occupiers on its housing register, viability review mechanisms are of paramount importance to the council's role as Housing Authority

3.63 Highways Authority - The council is responsible for maintenance of the highway and the party to enter into highways works agreements (S278 agreements).

3.64 Road Authority - (as above in relation to road management, parking)

3.65 Highways Provisions relating to the construction, dedication and adoption of highway and changes to the road system will require the council's signature as highway and road authority. CPZ and parking matters are administered by the highways and roads authority.

3.66 Waste Authority - responsible for collection of waste and recycling.

3.67 Education Authority - requirement to provide sufficient education to meet the needs for children in its borough.

3.68 Local Authority for Public Health

3.69 Economic and Employment Provisions - the council plays a key role in developing provisions to secure apprenticeships, training, and contracts for local providers in relation to development. As such, its involvement in negotiating the terms of the S106 agreement will be important to promote the council's core objectives.

3.70 Air Quality - as the borough is an Air Quality Management Area under the 1995 Environment Act - Part IV, it is essential that the impacts of any development is agreed with the council whose responsibility it is under the act to ensure that air pollution is being adequately addressed.

3.71 Appropriate obligations should be secured for the required carbon offset payment; health and education contributions; employment, training, and skills opportunities within LBHF for residents; disabled car parking bays within the immediate area; affordable tenure and definition; car club membership.

3.72 Specifically, the Council's Highways and Transport Department have imposed the following obligations to be secured in legal agreement for 2 Scrubs Lane:

3.73 The Travel Plans submitted for review and approval to the Local Authority at Year 1, Year 3 and Year 5 and a payment of £2,500 at each review.

3.74 A contribution of £50,000 to the Mayor's Cycle Hire Scheme is required in accordance with transport policy 14 LBHF's SPD.

3.75 A contribution of £3,000 towards the provision of a car club space in the immediate vicinity of the application site, Traffic Management Orders and other associated measures required for implementation.

#### 4.0 Conclusion and Recommendation

4.1 For reasons outlined above, objection on behalf of LBHF is raised to the development and it is recommended that this application is refused on grounds of Design, Heritage, Amenity, Transport, Housing, and Environmental Matters.

#### 5.0 Conditions

5.1 In the event the OPDC are minded to approve the application the officers recommend the following conditions:

##### 1 Air Quality 1 - Compliance Documents

Air Quality Dust Management Plan (AQDMP), Construction Logistics Plan (CLP) and a Low Emission Strategy, must be submitted and approved by the Environmental Health Authority prior to occupation of the development and implemented on-site in the approved manner. Measures should include how non-diesel Low Emission Vehicles would be used during demolition, construction, and operational phases.

Reason: To minimise the impact of these vehicle emissions on local air quality and to comply with London Plan Policy 7.14 and LBHF Policy DM H8 because the on-road and off-road vehicle emissions from the demolition, construction and operational phases of the development will have a significant impact on local air quality.

##### 2 Air Quality 2 - Air Quality and Air Quality Neutral Assessment

A further Air Quality and Air Quality Neutral Assessment is recommended, to assess the impact on air quality on both on-site and off-site receptors. The assessment on air quality should consider the latest 2017 EPUK and IAQM guidance and the London Council Air Quality and Planning Guidance, 2007 and must address whether the development is air quality neutral. Reference should be made to the GLA's Sustainable Design and Construction Supplementary Planning Guidance (2014) and the Air Quality Neutral Planning Support Update 2014.

Reason: To comply with London Plan Policy 7.14 and LBHF Policy DM H8.

### 3 Contaminated Land 1 - Preliminary Risk Assessment

No development shall commence until a preliminary risk assessment report is submitted to and approved in writing by the Council. This report shall comprise: a desktop study which identifies all current and previous uses at the site and surrounding area as well as the potential contaminants associated with those uses; a site reconnaissance; and a conceptual model indicating potential pollutant linkages between sources, pathways and receptors, including those in the surrounding area and those planned at the site; and a qualitative risk assessment of any potentially unacceptable risks arising from the identified pollutant linkages to human health, controlled waters and the wider environment including ecological receptors and building materials. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters, or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

### 4 Contaminated Land 2 - Site Investigation

No development shall commence until a site investigation scheme is submitted to and approved in writing by the Council. This scheme shall be based upon and target the risks identified in the approved preliminary risk assessment and shall provide provisions for, where relevant, the sampling of soil, soil vapour, ground gas, surface, and groundwater. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters, or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

### 5 Contaminated Land 3 - Site Investigation Compliance

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until, following a site investigation undertaken in compliance with the approved site investigation scheme, a quantitative risk assessment report is submitted to and approved in writing by the Council. This report shall: assess the degree and nature of any contamination identified on the site through the site investigation; include a revised conceptual site model from the preliminary risk assessment based on the information gathered through the site investigation to confirm the existence of any remaining pollutant linkages and determine the risks posed by any contamination to human health, controlled waters, and the wider environment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of

Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters, or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

#### 6 Contaminated Land 4 - Remediation Method Statement

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until, a remediation method statement is submitted to and approved in writing by the Council. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters, or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

#### 7 Contaminate Land 5 - Remediation Method Statement Compliance

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until the approved remediation method statement has been carried out in full and a verification report confirming these works has been submitted to, and approved in writing, by the Council. This report shall include: details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil; all waste management documentation showing the classification of waste, its treatment, movement, and disposal; and the validation of gas membrane placement. If, during development, contamination not previously identified is found to be present at the site, the Council is to be informed immediately and no further development (unless otherwise agreed in writing by the Council) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the Council. Any required remediation shall be detailed in an amendment to the remediation statement and verification of these works included in the verification report. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters, or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the



Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

#### 8 Contaminated Land 6 - Monitoring Methodology

Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until an onward long-term monitoring methodology report is submitted to and approved in writing by the Council where further monitoring is required past the completion of development works to verify the success of the remediation undertaken. A verification report of these monitoring works shall then be submitted to and approved in writing by the Council when it may be demonstrated that no residual adverse risks exist. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters, or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

#### 9 Noise 1 - Absolute internal and external noise criteria for noise sensitive premises

The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration, in accordance with Policies DM H9 and H11 of the Development Management Local Plan.

#### 10 Noise 2 - Separation of noise sensitive rooms in neighbouring flats

Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise, in accordance with Policies DM H9 and H11 of the Development Management Local Plan.

#### 11 Noise 3 - Separation of commercial and noise sensitive premises

Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the commercial part(s) of the premises from dwellings. Details shall demonstrate that the sound insulation value  $D_{nT,w}$  is enhanced by at least 10dB above the Building Regulations value and, where necessary, additional mitigation measures are

implemented to contain commercial noise within the commercial premises and to achieve the criteria of BS8233:2014 within the dwellings/ noise sensitive premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise, in accordance with Policies DM H9 and H11 of the Development Management Local Plan.

12 Noise 4 - External noise from machinery, extract/ventilation ducting, mechanical gates, etc.

Prior to use of the development, details shall be submitted to and approved in writing by the Council, of the external sound level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external sound level emitted from plant, machinery/ equipment will be lower than the lowest existing background sound level by at least 10dBA to prevent any adverse impact. The assessment shall be made in accordance with BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. A post installation noise assessment shall be carried out where required to confirm compliance with the sound criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment, in accordance with Policies DM H9 and H11 of the Development Management Local Plan.

13 Anti- vibration mounts and silencing of machinery etc.

Prior to use of the development, details of anti-vibration measures shall be submitted to and approved in writing by the Council. The measures shall ensure that machinery, plant/ equipment, extract/ ventilation system and ducting are mounted with proprietary anti-vibration isolators and fan motors are vibration isolated from the casing and adequately silenced. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by vibration, in accordance with Policies DM H9 and H11 of the Development Management Local Plan.

14 Floodlights, Security lights and Decorative External Lighting

Prior to commencement of the development, details of external artificial lighting shall be submitted to and approved in writing by the Council. Lighting contours shall be submitted to demonstrate that the vertical illumination of neighbouring premises is in accordance with the recommendations of the Institution of Lighting Professionals in the 'Guidance Notes for The Reduction of Light Pollution 2011'. Details should also be submitted for approval of measures to minimise use of lighting and prevent glare and sky glow by correctly using, locating, aiming, and shielding luminaires. Approved details

shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by lighting, in accordance with Policies DM H10 and H11 of the Development Management Local Plan.

#### 15 Transport 1 - Motorcycle Parking

Prior to occupation of the development plans to provide at least 4 spaces for motorcycle parking shall be submitted for the approval by the local Highways Authority and thereafter implemented on site in the approved manner.

Reason: To comply with Hammersmith and Fulham's SPD (2013).

#### 16 Transport 2 - Dimensions of Vehicular Lift

Plans and details of the dimensions of the vehicular lift, including headroom heights within the car park retaining a headroom of 2.6m ceiling to floor, should be submitted to, and approved in writing by the Local Highways Authority and thereafter implemented on site in the approved manner.

Reason: In the interest of public safety and because these details have not been provided.

#### 17 Transport 3 - Demolition Logistics Plan

The development shall not commence until a Demolition Logistics Plan has been submitted to and approved in writing by the Council. The details shall include hours of operations, demolition details, contractors' construction method statements, measures to prevent the passage of mud and dirt onto the highway, and other matters relating to traffic management to be agreed. All works to be carried out in accordance with an approved plan.

Reason: In the interests of traffic safety and because these details have not been provided.

#### 18 Transport 4 - Travel Plan Co-Ordinator

A residential travel plan has been submitted in A Travel Plan Coordinator is to be appointed to the site. They will assist future residents by providing local travel information and organise promotional events for sustainable travel. As the development is car-free, additional information is to be given to residents regarding the inability to obtain parking permits and the benefits of local car clubs to be promoted. Secure cycle parking facilities is to be provided and maps given out to promote cycling and walking. Multi modal counts in compliance with TRAVL will be conducted every two years. Monitoring of the travel plan will be conducted at the end of years 1, 3 and 5.

Reason: To comply with Policy DM J1 of Hammersmith and Fulham's Development Management Local Plan (2013)

## Informatives

### 1 Prior Consent under The Control of Pollution Act 1974

Under Section 61 of COPA 74', developers and their contractors may apply for 'prior consent' for noise-generating activities during construction work. The application must contain the details of the works to be carried out, the methods by which they are to be carried out, and the steps proposed to minimise noise resulting from the works. The Council may also attach conditions to the consent and limit its duration. Applications for prior consent must be received at least 28 days prior to the commencement of works and should be submitted to the London Borough of Hammersmith and Fulham, Noise and Nuisance Team, Council Offices, 37 Pembroke Road, London, W8 6PW or by email [environmental.protection@lbhf.gov.uk](mailto:environmental.protection@lbhf.gov.uk).

### 2 Permitted hours for building work

Construction and demolition works and associated activities at the development, audible beyond the boundary of the site should not be carried out other than between the hours of 0800 - 1800hrs Mondays to Fridays and 0800 - 1300hrs on Saturdays and at no other times, including Sundays and Public/Bank Holidays, unless otherwise agreed with the Environmental Health Officer.

### 3 Notification to neighbours of demolition/building works

At least 21 days prior to the commencement of any site works, all occupiers surrounding the site should be notified in writing of the nature and duration of works to be undertaken. The name and contact details of a person responsible for the site works should be made available for enquiries and complaints for the entire duration of the works and updates of work should be provided regularly. Any complaints should be properly addressed as quickly as possible.

### 4 Dust

Best Practicable Means (BPM) should be used in controlling dust emissions, in accordance with the Supplementary Planning Guidance issued by the GLA 2014 for The Control of Dust and Emissions from Construction and Demolition.

### 5 Dark smoke and nuisance

No waste materials should be burnt on site of the development hereby approved.

### 6 Noise and Vibration from demolition, piling, concrete crushing, drilling, excavating, etc.

Best Practicable Means (BPM) should be used, including low vibration methods and silenced equipment and machinery, in accordance with the Approved Codes of Practice of BS5228:2009 for noise and vibration control on construction and open sites.

The applicant should contact the Environmental Quality team via e-mail to [Environmental.Quality@lbhf.gov.uk](mailto:Environmental.Quality@lbhf.gov.uk) or by phone on 0208 753 1081 as soon as possible to discuss the steps necessary to fulfil the contaminated land conditions.

You are advised that under Section 80 of the Building Act 1984 you are required to give the Council a minimum of 6 weeks' notice of your intention to carry out any works of demolition of the whole or part of a building. You should submit your notice of intended demolition to the London Borough of Hammersmith and Fulham, Environmental Quality Team, Hammersmith Town Hall Extension, King Street, Hammersmith W6 9JU or email [Environmental.Quality@lbhf.gov.uk](mailto:Environmental.Quality@lbhf.gov.uk).

## 7 Highway Licenses

Should the applicant wish to erect hoarding, scaffolding; store a skip or building material on the public highway, a license must be obtained following instructions (see link below):

<https://www.lbhf.gov.uk/business/highways-permits>

## 8 Highway Works

The footway around the application site fronting Scrubs Lane and Harrow Road should be re-paved in accordance with a scheme to be submitted to and approved by the local authority. These works shall be completed once the applicant has entered a section 278 agreement with the Highway Authority.

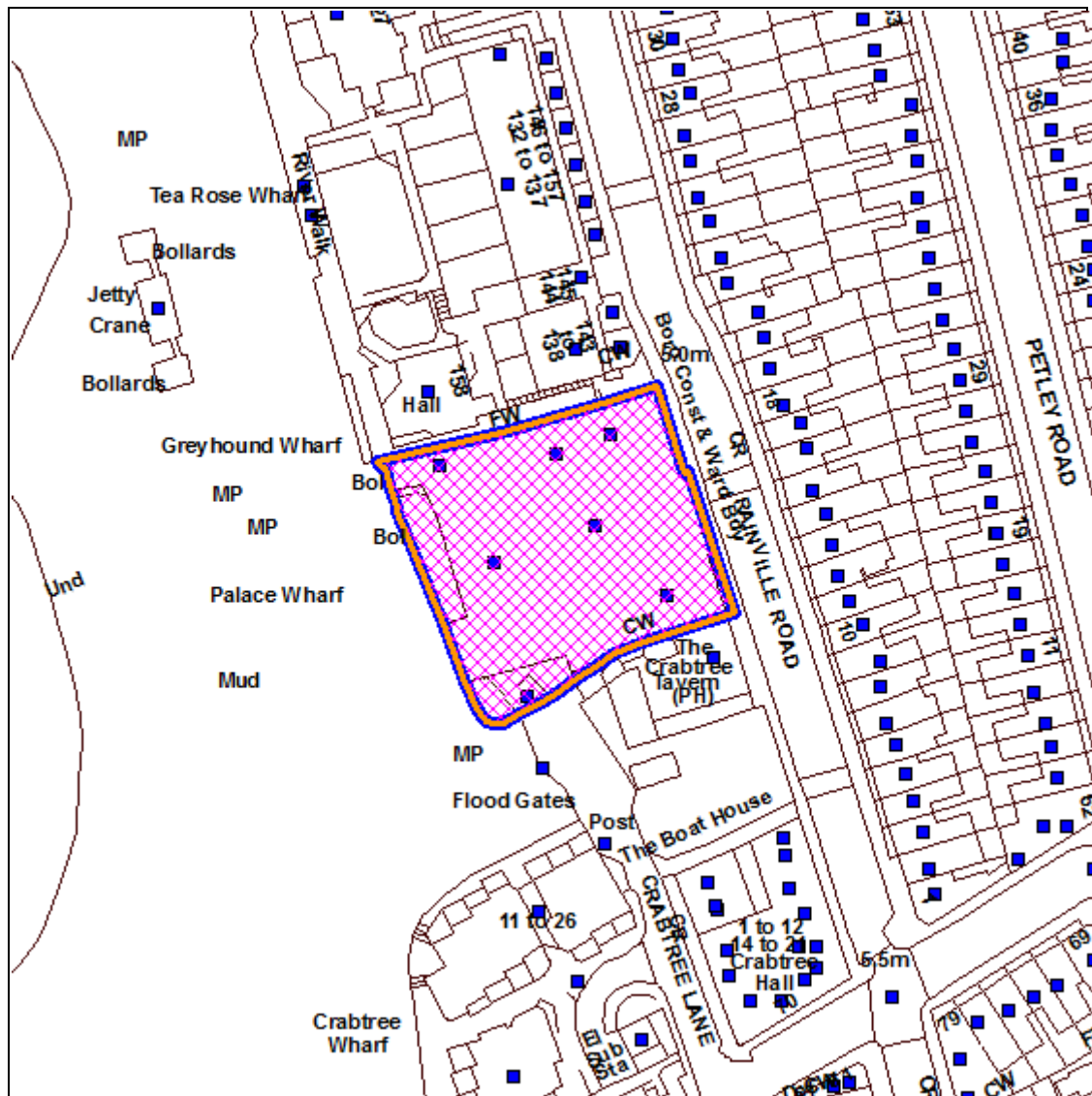
## 9 Traffic during Construction

Site traffic during construction will be advised of the appropriate transport routes and coordinated by the Construction Project Manager. Interaction with the public and public highway is to be minimised by segregation and the use of trained banksmen. Construction deliveries are to be restricted so that they occur out of the peak hours of travel. Times are to be confirmed with LBHF. A delivery booking system is to be in place, coordinated by the contractors site traffic manager. This is to address queuing of construction vehicles, unscheduled deliveries, deliveries failing to arrive. No on-site parking will be provided for operatives and visitors within the application site.

**Ward:** Fulham Reach

**Site Address:**

Palace Wharf Rainville Road London



© Crown Copyright. All Rights Reserved. London Borough Hammersmith and Fulham LA100019223 (2013).

**For identification purposes only - do not scale.**

**Reg. No:**  
2017/03230/VAPO

**Case Officer:**  
Graham Simpson

**Date Valid:**  
15.08.2017

**Conservation Area:**  
Crabtree Conservation Area - Number 28  
Fulham Reach Conservation Area - Number 39

**Committee Date:**  
05.09.2017

**Applicant:**

Mr Alan Ward  
Chase (Palace Wharf) Ltd  
16 - 18 Howard Business Park Howard Close Waltham Abbey EN9 1XE

**Description:**

Variation to the Section 106 agreement for planning permission 2014/03775/FUL dated 15th March 2015, to replace Schedule 5 of the Agreement which includes the requirement to provide affordable housing on site with a financial contribution towards the delivery of six (6) off-site affordable housing units in the Borough.

Drg Nos:

**Application Type:**

Vary or Discharge Planning Obligation

**Officer Recommendation:**

That the application be approved

**Justification for Approving the Application:**

---

**LOCAL GOVERNMENT ACT 2000  
LIST OF BACKGROUND PAPERS**

**All Background Papers held by Helen Murray (Ext: 3439):**

Application form received: 15th August 2017

Drawing Nos: see above

**Policy documents:** National Planning Policy Framework (NPPF) 2012  
The London Plan 2016  
LBHF - Core Strategy Local Development Framework 2011  
LBHF - Development Management Local Plan 2013  
LBHF - Planning Guidance Supplementary Planning Document  
2013

**Consultation Comments:**  
**Comments from:**

**Dated:**

**Neighbour Comments:**

**Dated:**

**Letters from:**

## 1.0 BACKGROUND

1.1 The purpose of this report is seek approval to an amendment to the Section 106 agreement dated 5 March 2015 in respect of planning permission (ref: 2014/03775/FUL).

1.2 The proposed amendment to the Section 106 agreement would have the effect of replacing the obligation in Schedule 5 for the provision of six discount market sale affordable units, with a financial contribution of £1.5m towards the delivery of six (6) off-site affordable housing units in the Borough.

1.3 The purpose of the proposed amendment to the agreement is to secure the financial contribution to facilitate the build cost of 6 affordable units elsewhere in the Borough.

1.4 The Section 106 agreement was signed in March 2015 and planning permission was granted on the same day. The permission was for Minor material amendment to planning permission originally granted on 02 August 2013 (ref 2012/00766/FUL) for the Demolition of existing single storey former warehouse building and two storey cottage and conversion of Palace Wharf buildings to form 27 new residential units comprising 5 x 3 bedroom new three to four storey town houses and 7 x 1, 13 x 2 and 2 x 3 bedroom apartments within Palace Wharf buildings to be refurbished. Construction of courtyard car parking accessed via Rainville Road and a new river path to link with the existing Thames path together with cycle parking, refuse storage, landscaping and associated ancillary development. Amendment to include: inclusion of a concierge office on the ground floor of Block B, provision of private amenity space at roof level of Block C and an extension to the top floor of the town houses including PV panels at fourth floor level.

1.5 The Section 106 agreement contained a variety of planning obligations including a requirement for 6 (22%) on-site Discount MarketSale (DMS) affordable housing units (comprising 4 x 1 bed and 2 x 2 bed flats).

1.6 The developers and the Council dispute the initial sale price of the Discount Market Sale Units and affordability requirements for occupiers of the affordable housing units.

1.7 Officers have worked with the developers over a number of months to try and resolve the areas of dispute and reach a solution. To avoid the need for both parties to enter into the process of dispute resolution (which may lead to a less than desirable outcome ), officers and the developers agree that a way forward would be to replace the requirement for affordable housing to be provided on-site by the developer with a requirement for affordable housing units to be provided off-site with a contribution from



the developer. The trigger dates for payment would be £500,000 on completion of the Section 106 agreement, and £1m eight weeks after completion of the agreement.

1.8 Officers have sought to ensure that any contribution towards affordable housing would not result in a net loss to the provision of affordable housing units than those deemed to be the maximum reasonable amount and acceptable to members at the time of the grant of planning permission.

1.9 Planning officers have worked closely with the Housing team to ensure that any contribution towards affordable housing would allow the affordable housing team of the Council to ensure the re-provision of the units. Following detailed discussions, the parties have agreed a contribution of £1.5 million. This is equivalent to the build costs to the Council for re-providing the same number of affordable housing units (6) off-site.

1.10 The Councils housing officers are satisfied that a contribution of £1.5 million will ensure the delivery of 6 affordable housing units by the Council within the borough. The proposal will not result in any net loss of affordable housing in the borough.

## 2.0 CONCLUSION AND RECOMMENDATION

2.1 It is recommended that the Committee approves the proposed variation to the Section 106 agreement which will replace the requirement for the developer to provide affordable housing units on site with an alternative requirement for the developer to make a financial contribution of £1.5 million to the Council for the provision of affordable housing off-site.

## APPENDIX 1

Section 106 agreement dated 5 March 2015.

THIS AGREEMENT is made by deed on 5<sup>th</sup> March 2015

BETWEEN:

The Council

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF HAMMERSMITH AND FULHAM of  
Town Hall King Street Hammersmith London W6  
9JU

and

The Owner

CHASE (PALACE WHARF) LIMITED (Company  
Registration Number 8727674) of 16-18 Howard  
Business Park Howard Close Waltham Abbey EN9  
1XE

and

The Chargees

CLOSE BROTHERS LIMITED (Company  
Registration Number 195626) of 10 Crown Place  
London EC2A 4FT

and

MICHAEL JAFFRAY DE HAUTEVILLE BELL of  
Beech Farm Cottagers Lane Hordle Lymington  
SO41 0FE and CHRISTOPHER GUTHRIE LITTLE  
of 28 Edwardes Square London W8 6HH as  
Trustees of the Bell/Little Partnership

(each a "Chargee")

## 1. BACKGROUND

- 1.1 The Council is the local planning authority for the area within which the Site is situated.
- 1.2 The Owner is registered at H.M. Land Registry as proprietor of the Site with freehold title absolute under title numbers NGL181589.

- 1.3 The Owner has submitted the Planning Application to the Council who considers that the Planning Permission subject to conditions could be granted and wishes to restrict and regulate the Development in accordance with the terms of this Agreement.
- 1.4 The Council is the local planning authority by whom the planning obligations contained in this Agreement are enforceable.

## OPERATIVE PROVISIONS

### IT IS AGREED AS FOLLOWS:

#### 2. DEFINITIONS

In this Agreement the following expressions shall have the meanings indicated:

"Act"	The Town and Country Planning Act 1990 (as amended)
"Borough"	The area comprising the London Borough of Hammersmith and Fulham
"Commencement of Development"	The date upon which any material operation in connection with the Development has begun to be carried out as that expression is defined in Section 56 of the Act but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property, and " <b>Commence Development</b> " shall be construed accordingly
"Development"	The development of the Site according to the Planning Permission

“Dwelling”

Any unit of residential accommodation which has been constructed on the Site as part of the Development pursuant to the Planning Permission

“Head of Development Management”

The Council’s Head of Development Management or such other officer whose designation has been notified to the Owner in writing

“Indexed”

means adjusted in accordance with the Retail Price Index (“RPI”) by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Agreement and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure

“Occupation”

Occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” and “Occupy” shall be construed accordingly

- “Plan 1” The plan annexed hereto and marked “Plan 1” showing the Site edged red
- “Plan 2” The plan annexed hereto and marked “Plan 2” showing the Riverside Walkway
- “Plan 3” The plan annexed hereto and marked “Plan 3” showing the Highway Works
- “Plan 4” The annexed hereto and marked “Plan 4” showing the DMS Units
- “Plan 5” The plans annexed hereto and marked “Plan 4”, “Plan 5A” and “Plan 5B” showing the internal layout of the Wheelchair Units

Plan 1

## Site Location Map



© Crown Copyright. All Rights Reserved. London Borough Hammersmith and Fulham LA100019223 (2014)  
For identification purposes only - do not scale.

**Application Reference:** 2014/03775/FUL

**Address:**  
Palace Wharf  
Rainville Road  
London  
W6 9HN

**NOTES**

Subject to Statutory Approvals.

 = PLANTER

 = LEVELS

RIVER WALK GRADIENT = 1:100

Please see drawing TP0117A for section 1 and drawing TP025 for section A, B & C

Plan 2

A 3D images added EL 30.01.12

Rev	Description	Chgd	Date

comisharchitects

River House  
9 - 14 Vauxhall Street  
London EC1A 1BL

tel: +44(0)7734 600 2129  
fax: +44(0)20 7891 1991

enquiries@comisharchitects.com  
www.comisharchitects.com

Job Title

PALACE WHARF

Dwg Title

RIVER WALK DETAILS 1

Scale

PLANNING

Sheet 12.5 m

Scale 1:250 @ A3 02.07.09

Dwg No 2711 / TP / 024 Rev A

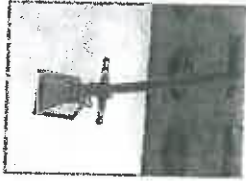
Copyright © Comish Architects



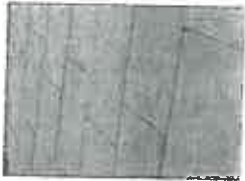
FURNITURES SEATING  
PALACE BLACK CAST IRON



FURNITURES HANDRAIL  
BLACK CAST IRON



URBES ABBEY LAMP POST



ARTIFICIAL STONE PAVING  
500 x 600 mm



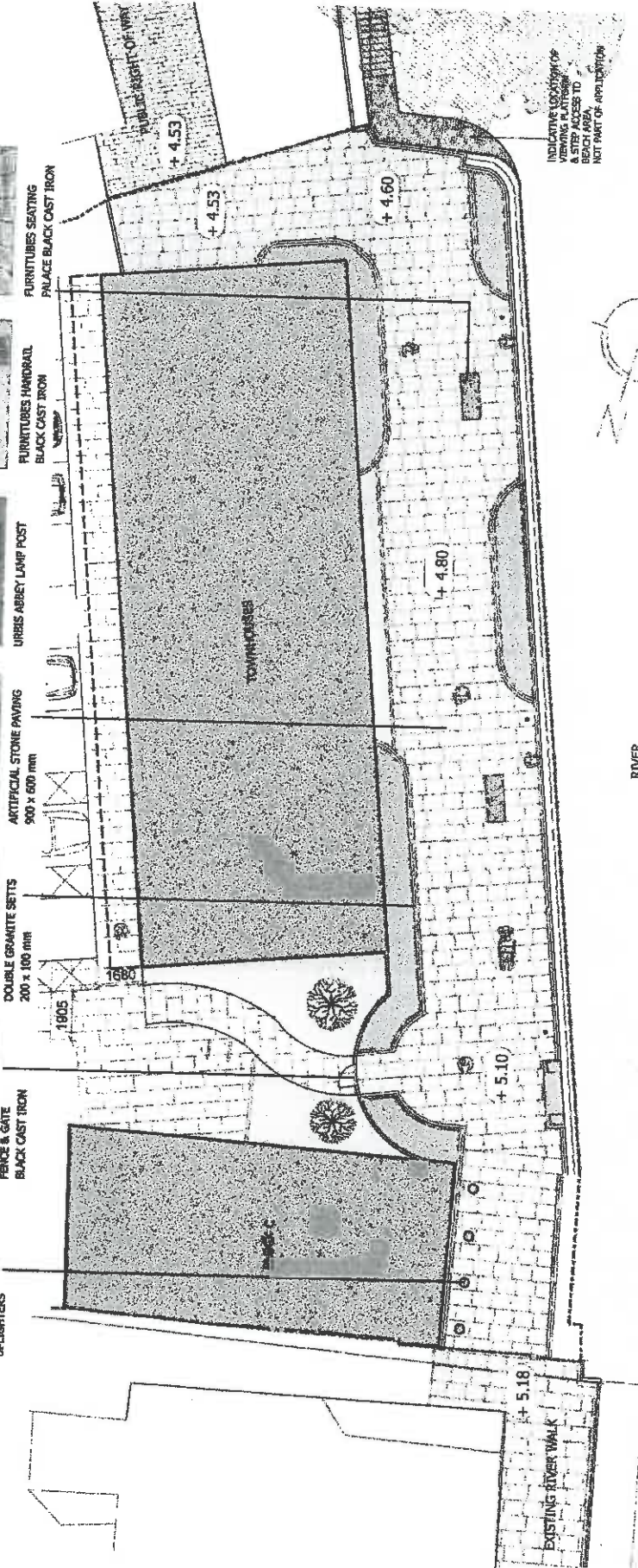
DOUBLE GRANITE SETTS  
200 x 100 mm



FENCE & GATE  
BLACK CAST IRON

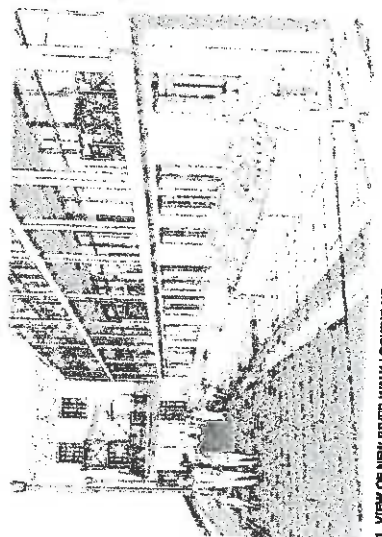


UPLIGHTERS

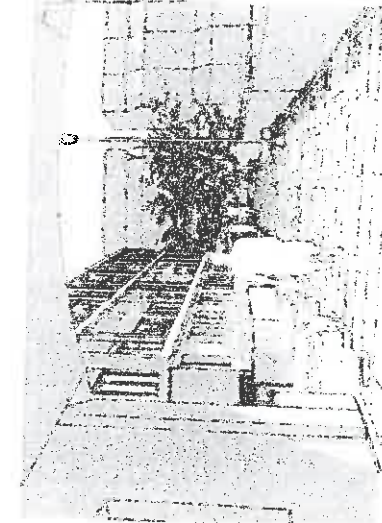


INDICATIVE LOCATION OF  
VIEWING PLATFORM  
ACCESS TO  
BEACH AREA  
NOT PART OF APPLICATION

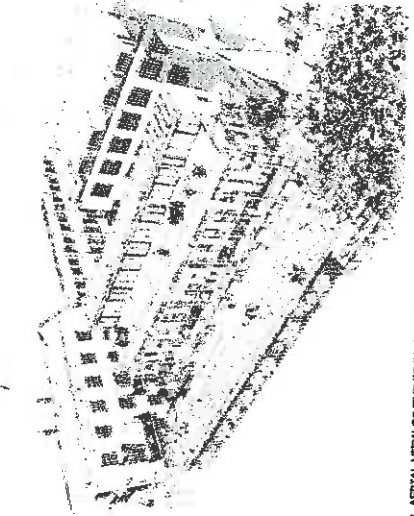
RIVER



1. VIEW OF NEW RIVER WALK LOOKING NORTH



2. VIEW OF NEW RIVER WALK FROM THE ARCHWAY



3. AERIAL VIEW OF THE RIVER WALK



**NOTES**

Subject to Statutory Approvals.  
 FOR DETAILS OF RIVER WALK  
 REFER TO DRAWING 2711/TP/003-027  
 TOTAL CAR PARK = 10 (incl. 3 ACCESSIBLE BAYS)  
 TOTAL CYCLE SPACE = 25 (incl. 1 in each TOWNHOUSE)

Plan 3

- C Site cycle spaces added 11 Jan 12
- B River walk detail updated as per TP 023 Rev 09
- A Kerb added to footpath, footpath and car park re-aligned slightly. Cycle space slightly changed. Seating shown on river walk. Rev 09 SS 11.09.09

Rev	Description	Chg'd	Date
11	Jan 12		
09	Rev 09		
09	Rev 09		

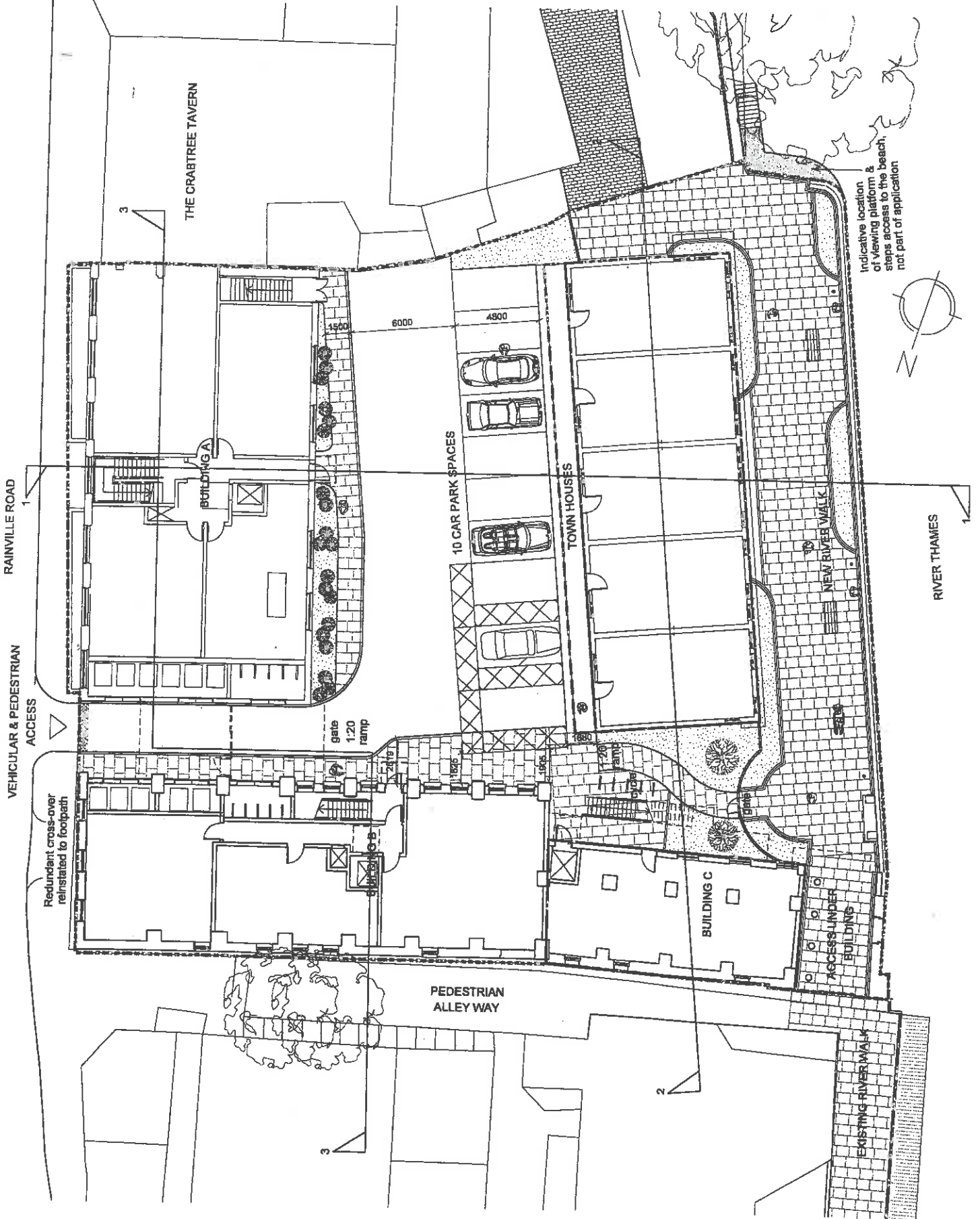
cornisharchitects  
 Furn House  
 8-14 Vandon Street  
 London WC2X 8LZ  
 tel: +44(0)20 7450 8120  
 fax: +44(0)20 7831 1891  
 enquiries@cornisharchitects.com  
 www.cornisharchitects.com

**PALACE WHARF**

**PROPOSED SITE PLAN**



Copyright of Cornish Architects ©



**NOTES**

Subject to Statutory Approvals.  
Furniture and fitting layout is indicative only

KEY:

- 1 BEDROOM FLAT
- 2 BEDROOM FLAT
- 3 BEDROOM FLAT
- PLANT / REFUSE / RECYCLE / CYCLE STORE
- ROOF

Plan 4

Rev	Description	TP	20.10.14
A	Ground floor Newville road elevation	TP	20.10.14

Plot No: 2  
8-14 Newville Street  
London W3 2RZ  
01-46039 400 1170  
Fax: 01-4603 71 111

Company: Flynn Architects Ltd  
www.flynn-architects.co.uk

cornish architects

Job Title

**PALACE WHARF**

Disc Title

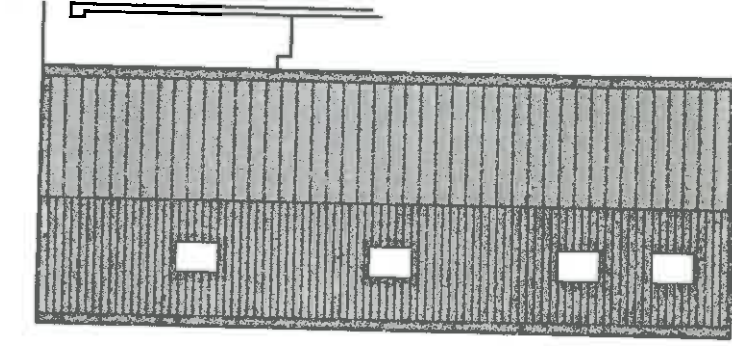
**PROPOSED  
BUILDING B FLOOR PLANS**

Status: **PLANNING**

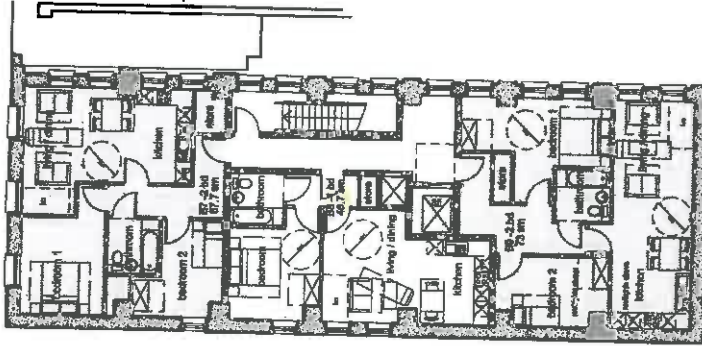
Scale: 1:200 @ A3  
Date: 01.05.14

Disc No: 2711 / TP / 111  
Rev: A

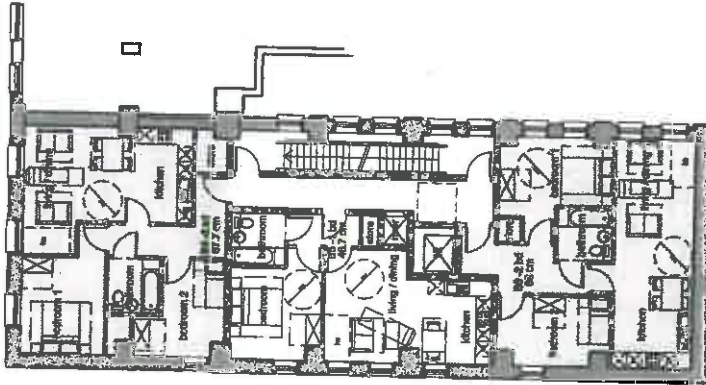
Copyright © Cornish Architects



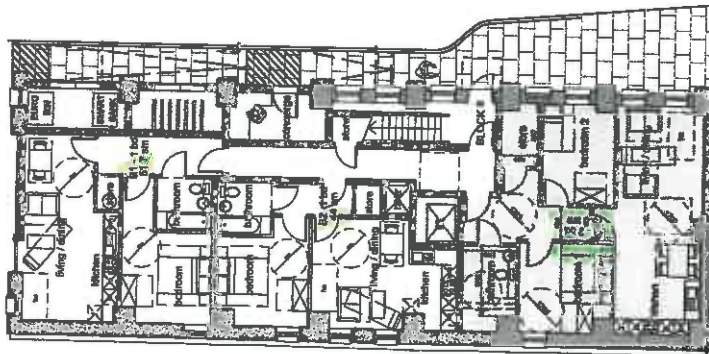
ROOF PLAN



SECOND FLOOR



FIRST FLOOR



GROUND FLOOR

**NOTES**

Subject to Statutory Approvals.  
Furniture and fitting layout is indicative only

KEY:

- 1 BEDROOM FLAT
- 2 BEDROOM FLAT
- 3 BEDROOM FLAT
- PLANT / REFUSE / RECYCLE / CYCLE STORE
- ROOF

Plan SA

Rev	Description	RP	ES, LO, LA	Chgd	Date
A	Start handed and associated changes	RP	ES, LO, LA		

Plan SA  
R-51, The Wharf, Bristol  
Levels: WGSN 1:21  
Tel: +44(0)1275 7600 2122  
Fax: +44(0)1275 7631 1951  
www.cornish-architects.com

Cornish architects

300 Title

**PALACE WHARF**

300 Title

**PROPOSED  
BUILDING C FLOOR PLANS**

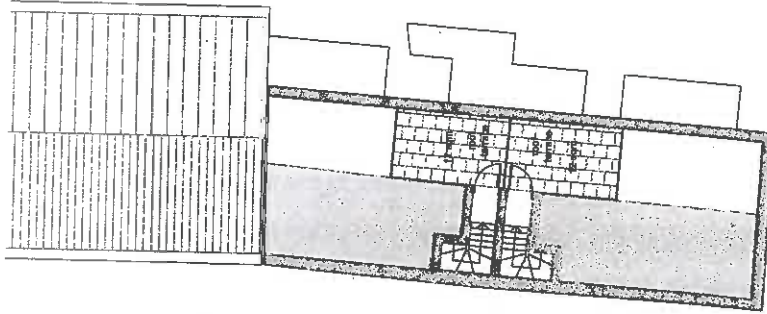
Station  
**PLANNING**

Scale  
0 10 m

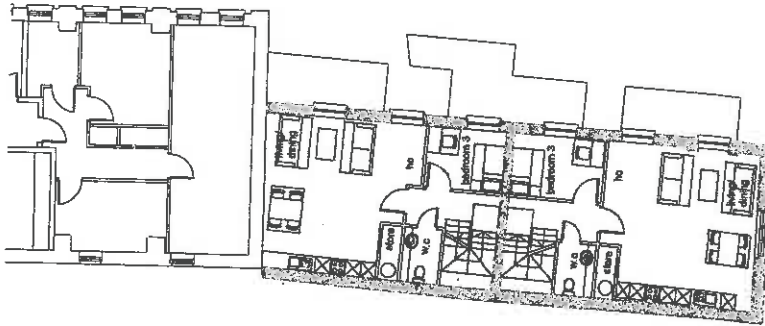
Date  
**1:200 @ A3 01.05.14**

Draw No  
**2711 / TP / 112**

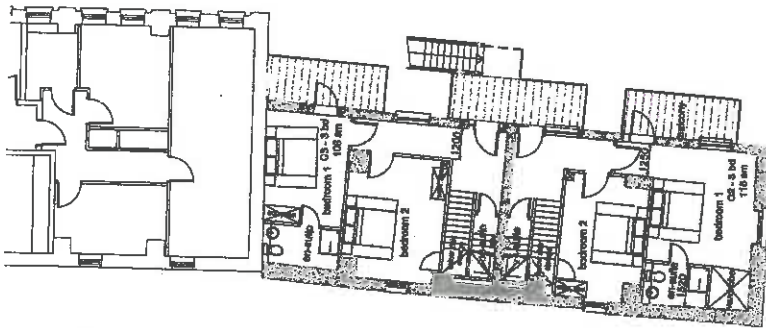
Copyright of Cornish Architects ©



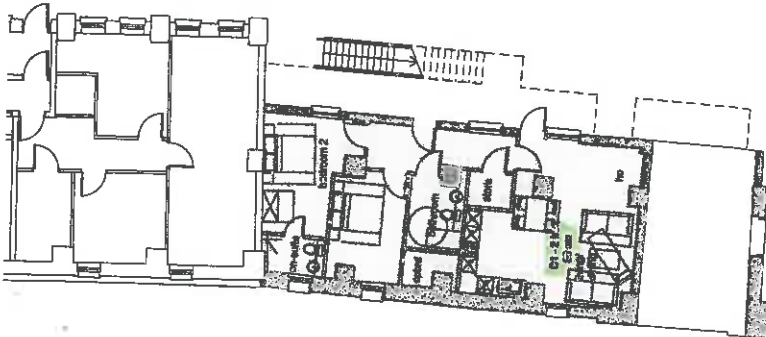
ROOF



SECOND FLOOR



FIRST FLOOR

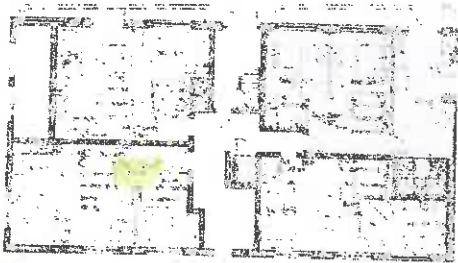


GROUND FLOOR

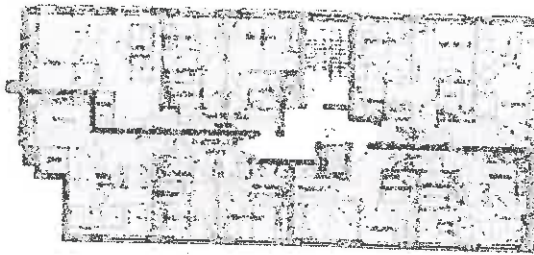
# Plan SB



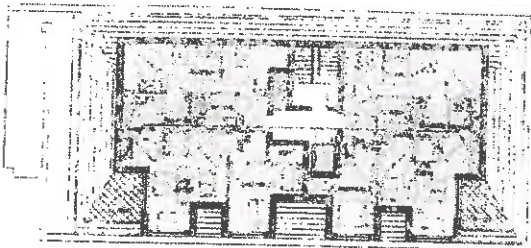
BASMENT



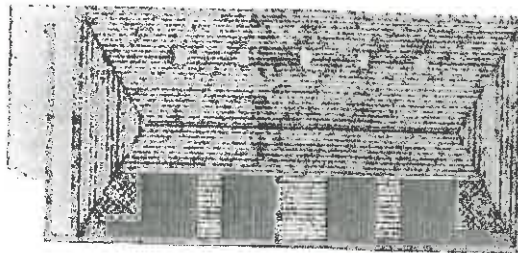
GROUND FLOOR



FIRST FLOOR



SECOND FLOOR / ROOF EXTENSION



ROOF PLAN

NOTES	
1	EXIST. WALL
2	NEW WALL
3	GLASS WALL
4	GLASS WALL WITH ALUMINUM FRAME
5	GLASS WALL WITH ALUMINUM FRAME AND GLASS CURTAIN WALL

DATE: 10/10/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: 2711 / TP / 010

romish architects

PALACE WHARF  
 BUILDING A FLOOR PLANS  
 PLANNING  
 10/10/10  
 2711 / TP / 010

“Planning Application”

An application for planning permission allocated statutory registration no 2014/03775/FUL for Minor material amendment planning permission 2012/00766/FUL granted 02 August 2013 for “the demolition of existing single storey former warehouse building and two storey cottage and conversion of Palace Wharf buildings to form 27 new residential units comprising 5 x 3 bedroom new three to four storey town houses and 7 x 1, 13 x 2 and 2 x 3 bedroom apartments within Palace Wharf buildings to be refurbished. Construction of courtyard car parking accessed via Rainville Road and a new river path link with the existing Thames Path together with cycle parking, refuse storage, landscaping and associated ancillary development.” Amendment to include: inclusion of a concierge office on the ground floor of Block B, provision of private amenity space at roof level of Block C and an extension to the top floor of the town houses including PV panels at fourth floor level in accordance with approved drawings numbered ~~2711/TP/109~~ 2711/TP/111A; 2711/TP/112A; 2711/TP/114B; 2711/TP/115D; 2711/TP/116C; 2711/TP/117C; 2711/TP/129A; 2711/TP/132A; 2711/TP/133B; 2711/TP/134B; 2711/TP/135C; 2711/TP/136D; 2711/TP/010F together with any amendments approved by the Council thereto.

A.R.

“Planning Permission”	Planning permission granted pursuant to the Planning Application the draft of which is at Appendix 1
“Practical Completion”	Completion save in minor respects so that the Development or part of the Development (as the case may be) can be Occupied and “Practically Completed” shall be construed accordingly
“Site”	Land known as Palace Wharf, Rainville Road, London W6 9HN shown for the purposes of identification only on Plan 1
“Undertakes”	means undertakes pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 and “Undertakings” shall be construed accordingly

### **3. INTERPRETATION**

- 3.1 Headings appearing in this Agreement are for ease of reference only and shall not affect its construction.
- 3.2 References to clauses sub clauses paragraphs sub paragraphs and schedules are references to those contained in this Agreement.
- 3.3 References to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order or delegated legislation amending re-enacting or made under the same.

- 3.4 Where the context permits, words importing the singular will include the plural and vice versa and words importing gender will include all other genders.
- 3.5 Any obligation of the Owner contained or implied in this Agreement which is or may be deemed to be an obligation of more than one person shall be a joint and several obligation on the part of those persons.
- 3.6 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity.
- 3.7 No person shall be liable for breach of any provision contained in this Agreement after having parted with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to the liability of such person for any subsisting breach of this Agreement prior to the parting with such interest.
- 3.8 No waiver (whether express or implied) by the Council of any breach or default by the Owner or any person deriving title from them in complying with any provision of this Agreement shall constitute a continuing waiver or be taken to waive any subsequent breach by any party.
- 3.9 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

#### **4. STATUTORY AUTHORITY**

- 4.1 This Agreement is made under Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 Local Government Act 1972, section 1 of the Localism Act 2011 and Sections 38 and 278 of the Highways Act 1980 and any other enabling provisions.
- 4.2 Each covenant in this Agreement is a planning obligation for the purposes of Section 106 of the Act enforceable by the Council against the Owner and any person deriving title in the Site or any part of it from the Owner.

## **5. THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with and Undertakes to the Council to comply with and perform the obligations imposed upon the Owner in all of the schedules annexed to this instrument.

## **6. COUNCIL'S LEGAL EXPENSES**

Prior to completion of the Agreement the Owner shall pay the Council its legal expenses incurred in the preparation of this Agreement.

## **7. DUTY TO NOTIFY OF COMMENCEMENT OF DEVELOPMENT ETC**

To notify the Head of Development Management in writing:

- 7.1 Not less than seven days before and not to Commence the Development unless at least 7 days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management.
- 7.2 Not less than seven days before the first occupation of its intention to Occupy the development and not to Occupy or permit or allow Occupation of the Development unless at least 7 days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management.
- 7.3 Within 5 days of any change in ownership of any of its interests over the Site or part of the Site takes place (other than in respect of any individual Dwelling), such notification to include full details of transferor and transferee with contact addresses and registered company addresses together with the area of the Site purchased by reference to a plan.
- 7.4 Not more than 14 days after the full postal address of each Dwelling has been established to the full postal address.

## **8. THE COUNCIL'S COVENANTS**



The Council covenants with the Owner to comply with and perform the obligations imposed upon the Council in schedule 7 and insofar as expressed to be obligations of the Council in all of the schedules annexed to this instrument.

## **9. MORTGAGEE CONSENT**

9.1. Each Chargee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and the security of the mortgage over the Site shall take effect subject to this Agreement PROVIDED THAT each Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligation as if it were a person deriving title from the Owner.

9.2. No obligation in this Agreement shall be binding on or enforceable against any other chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

## **10. INTEREST ON LATE PAYMENT**

If the sums payable to the Council pursuant to this Agreement are not paid on the date provided for payment interest shall bear on such sum at a rate (after as well as before any judgment) equal to four percent per annum above the National Westminster Bank Plc base rate prevailing from time to time and from the due date of payment to the actual date of payment.

## **11. EFFECT OF AGREEMENT**

11.1. Save for the covenants given in paragraphs 1 to 4 inclusive of the First Schedule hereto which shall become binding on the date of this Agreement, the remaining

covenants shall become binding on the Owner upon the Commencement of Development.

- 11.2. If the Planning Permission is quashed or is revoked or otherwise withdrawn or expires before the Commencement of Development this Agreement shall cease to have effect.
- 11.3. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.
- 11.4. Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction, no planning obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees).

## **12. THIRD PARTY RIGHTS**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

## **13. LOCAL LAND CHARGE**

- 13.1. This Agreement is a local land charge and shall be registered as such by the Council.
- 13.2. On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 13.3. Following the performance and full satisfaction of all the terms of this Agreement or if this deed is determined pursuant to clause 10.2 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on

the written request of the Owner within a reasonable period of time arrange to cancel all entries made in the local land charges register in respect of this Agreement.

#### **14. DISPUTES**

If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

## **Schedule 1**

### **Title**

The Owner covenants with the Council:

- 1 That, save for the Chargees, no person other than the parties to this Agreement has any interest in the Site for the purposes of Section 106 of the Act;
- 2 Not to undertake any transfer of the Site or part of the Site (other than in respect of any individual Dwelling) without notifying the Council of any such transfer in accordance with clause 7.3 of this Agreement
3. Not to claim the recovery of any funds or other form of obligation paid or made to the Council pursuant to the terms of this Agreement in any circumstances whatsoever including where the planning permission referred to herein is quashed by the High Court.

## Schedule 2

### Riverside Walkway

The Owner covenants with the Council:-

Relevant Definitions:

“Maintenance Period”	the period of 12 months commencing from the issue of the Riverside Walkway Certificate of Substantial Completion
“Riverside Walkway”	The Riverside Walkway as shown between points A and B on Plan 2
“Riverside Walkway Works”	The works to the Riverside Walkway described in Appendix 2
“Statutory Undertaker”	Statutory Undertaker as defined by Section 262 of the Act and Article 1(2) of the Town and Country Planning (General Permitted Development) Order 1995

- 1.1 Not to Occupy or permit the Occupation of the Development unless the Riverside Walkway Works have been completed and the Riverside Walkway has opened and been made available for pedestrian and cyclist use by the public to pass and repass through the Riverside Walkway without hindrance or interruption and thereafter to make it available for the same use and the Council has issued the Riverside Walkway Certificate of Substantial Completion
- 1.2 The parties acknowledge that if the Owner commences work on the Riverside Walkway before Commencement of Development, the Riverside Walkway Works shall not trigger Commencement of Development for the remainder of this Agreement.
- 1.3 Not to commence the Riverside Walkway Works until:

- 1.3.1 a full set of drawings detailing the Riverside Walkway Works;
  - 1.3.2 details of materials proposed to be used in constructing the Riverside Walkway Works, including, if required by the Director of Transport and Highways the provision of material samples;
  - 1.3.3 a statement detailing:
    - 1.3.3.1 proposed sequence of the Riverside Walkway Works; and
    - 1.3.3.2 methods to be used in constructing the Riverside Walkway Works (method statement); and
  - 1.3.4 a programme of works
- have been submitted to and approved in writing by the Director of Transport and Highways.
- 1.4 Prior to the commencement of the Riverside Walkway Works the Owner shall satisfy the Council that the contractor/s it proposes to employ to carry out the Riverside Walkway Works is suitably experienced and competent to undertake the relevant work and shall obtain the Council's approval of that contractor/s.
  - 1.5 Before commencing the Riverside Walkway Works the Owner shall obtain all necessary consents from all relevant statutory authorities (environment agency etc.) including surface water discharges
  - 1.6 The Owner shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Riverside Walkway Works other than those arising out of or in consequence of any neglect or default of the Council PROVIDED THAT
    - 1.6.1 the Council shall notify the Owner immediately upon receipt of any action claim demand expense or proceedings in respect of which it intends to make a claim on the Owner under this paragraph and shall properly deal with any such action claims demand expense or proceedings when received; and
    - 1.6.2 the Council shall provide details of any action claims demand expense or proceedings and shall have regard to any representations made by the

Owner in respect of the defence of such action claims demand expense or proceedings and the amount to be paid by the Council and reimbursed by the Owner under this paragraph.

- 1.7 The Owner shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out or in connection with or incidental to the breach of the Owner's obligations in paragraph 1.8 of this schedule.
- 1.8 The Owner shall not commence any part of the Riverside Walkway Works or permit the same by its employees contractors or agents including site preparation and the construction of enclosures or introduction of any plant or equipment on the Site or on the access roads leading to the Site until it has procured the provision by its contractor of an insurance policy with an insurance company approved by the Council's Executive Director of Finance to cover public liability in the sum of not less than five million pounds and employers liability of not less than ten million pounds.
- 1.9 The Owner shall ensure that the interest of the Council is endorsed by letter with reference to the insurance policy and to supply evidence to the Council on request of the above and also of payment of the premium due from time to time.
- 1.10 At all times up to and following the issue of the Riverside Walkway Final Certificate the Owner shall ensure that the river wall and the subsoil, materials and other areas beneath the surface of the Riverside Walkway are maintained in good condition and to the satisfaction of the Council.
- 1.11 If the Owner fails to execute or complete the whole or part of the Riverside Walkway in accordance with the obligations herein the Council shall after not less than 28 days notice in writing to the Owner be entitled to execute or complete the works in default by its own employees or by contract or otherwise and to recover the reasonable cost as certified by the Director of Transport and Highways from the Owner or out of the deposit if any paid by the Owner under paragraph 1.16.2.

#### Administration and Supervision

- 1.12 The Owner shall during the carrying out of the Riverside Walkway Works give to the Director of Transport and Highways and any other officer of the Council access to every part of the Riverside Walkway Works for the purpose of

inspecting them and all materials used or intended to be used in them SUBJECT ALWAYS to the Director of Transport and Highways complying with the Owner's reasonable requirements and instructions in relation to health and safety matters PROVIDED ALWAYS that the reasonableness of any such requirements by the Owner shall be determined taking into account the requirements of and duties of care resulting from Sections 3 and 4 Health and Safety at Work Act 1974 as they apply to the Owner.

- 1.13 The said drawings etc. referred to in paragraph 1.3 above shall be accompanied by the Owner's estimate of the likely construction costs of the Riverside Walkway Works ("the Riverside Walkway Estimated Cost") and submitted in sufficient detail to enable the Director of Transport and Highways to assess and approve (such approval not to be unreasonably withheld or delayed).
- 1.14 Not to commence the Riverside Walkway Works unless 5% of the Riverside Walkway Estimated Cost which shall be a fee ("Riverside Walkway Supervision Fee") in respect of the reasonable and proper costs of the Director of Transport and Highways for the administration the checking of design the supervising and approving of any works to the Riverside Walkway up to their adoption in accordance with paragraph 1.30 below ("the Riverside Walkway Supervision Works") has been paid to the Council.
- 1.15 If the actual costs of the Riverside Walkway Supervision Works as certified by the Director of Transport and Highways is more than the Riverside Walkway Supervision Fee in respect of the Riverside Walkway to pay to the Council within 28 days of demand and in any event before the issue of the Riverside Walkway Final Certificate the difference between the actual cost and the Riverside Walkway Supervision Fee.

#### Surety covenant or deposit

- 1.16 Prior to the commencement of the Riverside Walkway Works, the Owner shall either:
  - 1.16.1 procure a surety covenant in favour of the Council from Barclays Bank PLC, National Westminster PLC, Lloyds Bank PLC, HSBC PLC, Royal Bank of Scotland PLC or any other clearing bank which is reasonably



acceptable to the Council such surety covenant to be substantially in the same form as the draft set out in the Appendix 3 and such sum in 1.1.2 therein shall be the same as the Riverside Walkway Estimated Cost; or

1.16.2 pay a sum equal to the Riverside Walkway Estimated Cost into an account in the name of the Council. Such sum shall be placed on deposit by the Council at a reasonable rate of interest with interest accruing to the Owner and being paid to the Owner as soon as practicable following the dates on which it accrues to the account. On the issue of the Riverside Walkway Certificate of Substantial Completion 80% of the deposit shall be repaid to the Owner and on the issue of the Riverside Walkway Final Certificate the remaining balance shall be repaid to the Owner PROVIDED THAT there is no indication of any defect in the works carried out.

#### Statutory Undertakers

- 1.17 Prior to the commencement of the Riverside Walkway Works, the Owner shall procure that notice is given to each person, company, board or authority being the Statutory Undertaker for the time being as well as any statutory authorities/bodies associated with the River Thames, of any apparatus laid in upon or under any highway to which it is proposed to connect the Riverside Walkway or laid in upon or under any part of the proposed Riverside Walkway of the proposal to carry out the Riverside Walkway Works or to make such connection as if the Riverside Walkway Works or connection were a major highway works within the meaning of section 86 of the New Roads and Street Works Act 1991.
- 1.18 Sections 84 and 85 of the New Roads and Street Works Act 1991 shall be construed as if references to the highway authority were references to the Owner who shall indemnify the Council in respect of the cost of any works or measures reasonably required by the Statutory Undertaker (which may include diversions or alteration to Statutory Undertaker's plant and equipment) and which are necessary in consequence of the proposal to carry out the Riverside Walkway Works or to make such connection PROVIDED THAT
- 1.18.1 the Council shall notify the Owner immediately upon receipt of any action claim demand expense or proceedings in respect of which it intends to

make a claim on the Owner under this paragraph and shall properly deal with any such action claim demand expense or proceedings when received; and

1.18.2 the Council shall provide details of any action claim demand expense or proceedings and shall have regard to any representations made by the Owner in respect of the amount to be paid by the Council and reimbursed by the Owner under this paragraph.

#### Maintenance and Certification

- 1.19 At no cost to the Council to repair and carry out other necessary works to the river wall adjacent to the Riverside Walkway and to paint all existing buildings and hoardings fronting the Riverside Walkway up to a height of 3 metres with anti-graffiti paint within 6 months of the date of Commencement of Development and thereafter to maintain the said wall in a good state of repair and condition.
- 1.20 Following completion of the Riverside Walkway to give the Director of Transport and Highways written notice of their completion.
- 1.21 The Riverside Walkway shall be deemed to be completed when the Director of Transport and Highways issues a certificate of substantial completion for each part ("the Riverside Walkway Certificate of Substantial Completion") to the Owner.
- 1.22 Following the issue of the Riverside Walkway Certificate of Substantial Completion the Riverside Walkway shall become a public footpath and remain forever open for use by the public at large.
- 1.23 From the date of issue of the Riverside Walkway Certificate of Substantial Completion by the Director of Transport and Highways unless otherwise agreed in writing with the Council no barrier or other structure shall be erected at the boundaries or anywhere within the Riverside Walkway which runs within the Site so as to obstruct the free and uninterrupted passage of the public.
- 1.24 Following the issue of the Riverside Walkway Certificate of Substantial Completion to maintain the Riverside Walkway during the Maintenance Period and up until the Riverside Walkway Final Certificate has been issued for the Riverside Walkway at its own expense including all grassed and planted areas

and associated lighting and street furniture and to reinstate and make good any defect or damage which may have arisen during the Maintenance Period or may have been notified in writing by the Director of Transport and Highways.

- 1.25 At the end of the Maintenance Period to apply for a certificate of final completion of each part ("the Riverside Walkway Final Certificate") from the Director of Transport and Highways.
- 1.26 The Owner shall remain the street manager for the purposes of section 49(4) of the New Roads and Street Works Act 1991 until such time as the Riverside Walkway shall have become a highway/s maintainable at the public expense.
- 1.27 Before the issue of the Riverside Walkway Final Certificate by the Director of Transport and Highways the Owner shall provide the Council with evidence to show that where necessary drainage rights in respect of such parts of the surface water drainage system of the Riverside Walkway as are situate outside the limits of the Riverside Walkway have been obtained.
- 1.28 The Council shall not be liable for the payment of compensation or legal or any other costs arising on account of the grant of such rights and the execution of the necessary deed/s.
- 1.29 The Owner declares and warrants to the Council that it has and will maintain throughout the duration of this Agreement full right liberty and consent to carry out such works as may be necessary to connect the Riverside Walkway to a highway/s

#### Dedication and adoption

- 1.30 Following the issue of the Riverside Walkway Final Certificate (the Riverside Walkway having been completed by the Owner or the Council as the case may be) the Owner shall immediately dedicate and the Council shall immediately adopt the Riverside Walkway as highway maintainable at public expense and this Agreement together with the Riverside Walkway Final Certificate shall be sufficient evidence of the Owner's dedication and the Council's adoption of the land as highway maintainable at public expense.

1.31 For the avoidance of doubt, the parties agree that the dedication and adoption of the Riverside Walkway as highway maintainable at public expense shall not include any part of the river wall.

### Schedule 3

#### Transport Policy

The Owner covenants with and Undertakes to the Council:-

Relevant Definitions:

"Blue Badge Holder"	The holder of a disabled parking badge issued pursuant to The Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000
"ITRACE"	Means the Travel Plan Project Management Software developed by IBase Systems Limited, funded by Transport for London and managed by the West London Transport Strategy group
"Parking Permit"	A permit issued by the Council to a resident of the Borough to permit the parking of a motor vehicle on the highway in the Borough
"Travel Plan"	A plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Development (or such part of the Development as the case may be)

“TRAVL”

a unique, multi-modal trip generation database specifically for London developed by the London Research Centre in conjunction with the London Boroughs and used by planners working on projects across London to estimate the effect of proposed changes in land use on transport patterns and, in particular, on the amount of road traffic in an area

**1. Parking Permit Provisions**

- 1.1 Not to apply for a Parking Permit or knowingly suffer or permit any occupier of a Dwelling (other than a Blue Badge Holder) to apply for a Parking Permit for any controlled parking zones in the Council's area and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council's Head of Development Management in writing immediately thereafter.
- 1.2 That all material utilised for advertising or marketing each and every individual Dwelling within the Development for letting or sale will make it clear to prospective tenants and occupiers that no Parking Permit will be issued by the Council for any Dwelling (other than for a Blue Badge Holder).
- 1.3 That each lease, tenancy agreement, licence and any other instrument granting a right to occupy any Dwelling within the Site shall contain a statement that under this Agreement no occupier (other than a Blue Badge Holder) of any Dwelling within the Site will be entitled to apply for or hold a Parking Permit and if issued with such a Parking Permit such occupier shall surrender within 7 days of written demand.

**2. Travel Plan**

- 2.1 Not to Occupy or cause or permit the Occupation of any part of the Development until the Travel Plan has been submitted to and approved in writing by the Council

- 2.2 That the Travel Plan shall be compliant with the London wide monitoring methodology iTRACE and TRAVL
- 2.3 To implement and operate the Travel Plan from the date it is approved by the Council in accordance with clauses 2.1
- 2.4 To review the Travel Plan on the first, third and fifth anniversary of the first Occupation of the Development, and submit details of each review to the Council within 7 days of completion of the review and to implement and operate any reasonable changes the Council and Owner agree are reasonably necessary to meet the targets contained in the Travel Plan following such review PROVIDED THAT either party shall be entitled to propose any such changes as soon as practicable following the submission of each review for agreement by the other party (such agreement not to be unreasonably withheld or delayed).
- 2.5 Upon each review of the Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Development to pay to the Council the sum of £1,000 for the purposes of monitoring the Travel Plan.

## **Schedule 4**

### **Highways works**

The Owner covenants with the Council:-

Relevant Definitions:

“Director of Transport and Highways”	The Council's Director of Transport and Highways or such other officer whose designation has been notified to the Owner in writing
“Estimated Highways Payment”	A sum equivalent to the anticipated total reasonable costs of the Highways Works as reasonably estimated by the Director of Transport and Highways taking into account each of the elements specified in paragraph 1.2
“Highways Works”	The highways works to be carried out by the Council as described in Appendix 4

#### **1. Highway Works**

- 1.1 Not to occupy or permit Occupation of any part of the Development until the Estimated Highways Payment has been made to the Council.
- 1.2 To pay to the Council in accordance with paragraph 1.3 below the reasonable and proper costs of carrying out the Highways Works including:
  - 1.2.1 The total costs of any reasonable required alteration (but not improvement) to statutory undertakers plant and equipment necessitated by the Highways Works; and
  - 1.2.2 Any taxes properly payable by the Council in respect of the Highways Works; and



- 1.2.3 The total costs reasonably incurred by the Council in designing, specifying, estimating the cost of, administering, inspecting and supervising the Highways Works; and
- 1.2.4 The total reasonably and properly substantiated material, plant and labour costs of carrying out the Highway Works;
- 1.2.5 The total reasonably and properly substantiated cost of street furniture and street infrastructure requiring alteration as a result of the Highways Works; and
- 1.2.6 The total costs reasonably incurred by the Council in the procedure (including for the avoidance of any doubt the costs involved in any necessary public inquiry) for the making or varying of any traffic regulation orders necessitated by the Highways Works.
- 1.3 To pay to the Council the reasonable and proper costs of carrying out the Highways Works as specified in paragraph 1.2 above in the following manner:
- 1.3.1 Within 28 days of Commencement of Development the sum of £3,000 (three thousand pounds) being the Assistant Director's reasonable estimate of the Council's expenses in respect of the following elements:
- (a) In preparing detailed design and layout drawings of the Highway Works; and
  - (b) In estimating the cost of the civil works element of the Highway Works; and
  - (c) Making enquiries of all statutory undertakers as to whether they have any apparatus which may be affected by the carrying out of the Highways Works; and
  - (d) Upon receipt of the statutory undertakers estimates, assessing the estimated cost of the Highway Works
- 1.3.2 Within 28 days of receipt by the Owner of a request by the Council (which shall be made no earlier than Commencement of Development) the Owner shall pay

to the Council the Estimated Highways Payment (which shall include an allowance for the sum paid to the Council pursuant to paragraph 1.3.1 above).

1.3.3. If at the completion of the Highways Works (evidenced by the issue by the Assistant Director of a certificate of substantial completion) and provided that the total reasonable and proper actual costs of the Highways Works have been established such costs shall have exceeded the Estimated Highways Payment the Owner shall within 28 days of written demand pay to the Council the difference between the actual reasonable and proper total costs of the Highways Works and the Estimated Highways Payment (the "Final Highways Payment")

1.4 Upon the Council giving the Owner 10 working days notice in writing of its intention to enter the Site for the purpose of carrying out all or part of the Highway Works the Owner shall give to the Council all reasonable and necessary access to enter onto the Site to carry out the Highways Works the programme of such works to be agreed in advance with the Owner

## **Schedule 5**

### **Affordable Housing**

The Owner covenants with the Council:-

#### Relevant Definitions

“Affordable Housing”

means residential accommodation for rent or sale where the price is discounted so that it can be afforded by persons or families who can not afford to buy general market housing

“Average Weekly Earnings Index”

means the Average Weekly Earnings Index published by the Office of National Statistics;

“AWEI Indexed”

in relation to the Relevant Discount Sale Price, adjusted in accordance with the Average Weekly Earnings Index by multiplying in each case the relevant figure by a fraction whose denominator shall be the last Average Weekly Earning Index monthly figure published before the date of this Agreement and a numerator equal to the last published Average Weekly Earning Index monthly figure available before practical Completion of the relevant Discount Market Sale Units but which for the avoidance of doubt shall not result in a Relevant Discount Sale Price below the relevant base sum set out in Relevant Discount Sale Price

“Deed of Covenant”

means a deed of covenant in relation to the Discount Market Sale Units in the form attached in Appendix 5 to this Agreement

“Determining Surveyor”

means an independent person suitably qualified and jointly appointed by the Owner and the Council (which appointment may be terminated by either party on reasonable notice whereupon a suitable replacement will be agreed between the parties) equally for each party but at the Owner's expense to value a Discount Market Sale Unit on an Open Market Value basis

“Director”

The Executive Director of Housing and Regeneration or such other officer whose designation has been notified to the Owner in writing

“Discount Purchaser Nomination List”

means a written list to be provided by the Council to the Owner from time to time which allocates those persons whom the Council consider to be Eligible Persons and suitable prospective purchasers to the respective Discount Market Sale Units in accordance with the provisions of the Nominations Agreement

**"Discount Market Sale Purchaser"**

means a person who either:-

- (a) is a resident of the London Borough of Hammersmith & Fulham; or
- (b) is employed within the London Borough of Hammersmith & Fulham; or
- (c) has been formally offered and has formally accepted employment within the London Borough of Hammersmith & Fulham;

and, in each of the above cases:

- (i) has no ownership or part ownership in another residential property which he is able to occupy further in the United Kingdom or abroad (unless otherwise agreed by the Council);  
and
- (ii) satisfies the Discount Market Sale Purchaser Financial Criterion for the relevant type of Discount Market Sale Unit

“Discount Market Sale Purchaser  
Financial Criterion”

means the criterion that the total gross annual household income of the household of the applicant to purchase a Discount Market Sale Unit at the date of application for the relevant type of Discount Market Sale Unit on the first sale will be limited : -

- (a) in the case of two (2) one-bedroom Discount Market Sale Units up to £30,000;
- (b) in the case of two (2) one-bedroom Discount Market Sale Units up to £40,000;
- (c) in the case of two (2) two-bedroom Discount Market Sale Units up to £66,000;

or such other income thresholds for Affordable Housing which are otherwise from time to time agreed by the Council in writing and permitted by the criterion set out in any one or more of (i) the London Plan as reviewed or amended from time to time (ii) the most recent London Plan Annual Monitoring Report (iii) the Mayor’s Supplementary Planning Guidance in respect of Housing

	<p>(iv) any other update of affordability criteria to be published by the Mayor with specific regard to the London Plan Upper Limit and the price of Affordable Housing</p> <p>(such agreement not to be unreasonably withheld)</p>
<p>“Discount Market Sale Units”</p>	<p>means six (6) discount market sale Units comprising two (2) two bedroomed flats and four (4) one bedroomed flats to be provided in the Development as shown on the Plan 4 and thereon marked as units B-1, B-2, B-3, B-4, B-5 and B-8 and “Discount Market Sale Unit” means one of the Discount Market Sale Units.</p>
<p>“Eligible Person”</p>	<p>any person who is eligible for Discount Market Sale Units in terms of the criterion set out in the definition of Discount Market Sale Purchaser Financial Criterion</p>
<p>“Equity Payment”</p>	<p>the difference between the Relevant Discounted Sale Price for any Discount Market Sale Unit and the Open Market Value of that unit expressed as a percentage of the Open Market Value</p>
<p>“Market Housing Unit”</p>	<p>means any housing unit which is not a Discount Market Sale Unit</p>



“Nominations Agreement”

means a nominations agreement materially in the form of the current standard form issued by the Council and of which a draft is contained in Appendix 7 of this Agreement

“Open Market Value”

means the best price at which the sale of an interest in Property would have been completed unconditionally for cash consideration on the date of valuation assuming:-

- (a) a willing seller;
- (b) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the Property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;
- (c) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion

“Registered Provider”

means a registered social landlord as defined in Part 2 of the Housing and Regeneration Act 2008 who is registered with the Homes and Communities Agency pursuant to Section III of that Act

“Relevant Discounted Sale Price”

means at the date on which contracts are exchanged for the sale of Discount Market Sale Units as follows:

- i) in relation to two (2) one-bedroom units on first sale the base sum of not less than £105,000 (ONE HUNDRED AND FIVE THOUSAND POUNDS) AWEI Indexed (which for the avoidance of doubt will not exceed the maximum sale price which is affordable to an Eligible Person with an income level of £30,000 taking into consideration the criterion set out in the London Plan)
- ii) in relation to two (2) one-bedroom units on first sale the base sum of not less than £140,000 (ONE HUNDRED AND FORTY THOUSAND POUNDS) AWEI Indexed (which for the avoidance of doubt will not exceed the maximum sale price which is affordable to an Eligible Person with an income level of £40,000 taking into consideration the criterion set out in the London Plan)

iii) in relation to two (2) two-bedroom units on first sale the base sum of not less than £225,050 (TWO HUNDRED AND TWENTY FIVE THOUSAND AND FIFTY POUNDS) AWEI Indexed (which for the avoidance of doubt will not exceed the maximum sale price which is affordable to an Eligible Person with an income level of £66,000 taking into consideration the criterion set out in the London Plan)

The Relevant Discounted Sale Price for the resale of Discount Market Sale Units will be the Open Market Value of the respective unit less the sum equal to the Equity Payment as defined in the Deed of Covenant

- 1.1 Not to Occupy or permit Occupation of the Discount Market Sale Units other than as Discount Market Sale Units subject to paragraphs 1.9 and 1.10.
- 1.2 The Owner shall not Occupy or permit Occupation of more than 50% (11 units) of the Market Housing within the Development until 100% of the Discount Market Sale Units to be provided within the Development are Practically Complete and written notice of such has been received by the Council

- 1.3 The Owner and the Council shall agree a marketing strategy for the Discount Market Sale Units at least six months prior to the anticipated date of Practical Completion of the first DMS Unit .
- 1.4 The Owner shall (or the Owner shall procure that the Registered Provider shall) enter into the Nominations Agreement with the Council at least 6 months before the anticipated date of Practical Completion and that subject to Paragraphs 1.9 and 1.10 of this Schedule the Discount Market Sale Units shall not be disposed of otherwise than in accordance with this agreement and the Nominations Agreement.
- 1.5 The Owner will give the Council 6 months prior written notice (to be served on the Director) of the date on which it anticipates that Practical Completion will take place in respect of any Discount Market Sale Unit and shall include within the said notice:-
- (a) a statement of the Open Market Value of the relevant unit;
  - (b) a statement as to the number of bedrooms of the relevant unit;
  - (c) a statement of the size dimensions of the relevant unit; and
  - (d) a statement of the building service charge and estate management area service charge for the Discount Market Sale Units and demonstration of how each Discount Market Sale Unit shall comply with paragraphs 1.14 and 1.15.
- 1.6 In the event that the Council disputes the Open Market Value of any Discount Market Sale Unit as stated in a notice served pursuant to Paragraph 1.5 of this Schedule of this Agreement it shall notify this to the Owner in writing within fifteen Working Days and the dispute resolution process set out in the Nominations Agreement will be followed. The detailed process and timescales for the sale of the Discount Market Sale Units will be set out in the Nominations Agreement

1.7 Subject to paragraph 1.9 of this Schedule, the Owner shall use reasonable endeavours to sell the Discount Market Sale Units for sale at the Relevant Discounted Sale Price to persons on the Discount Purchaser Nomination List PROVIDED ALWAYS that:-

- (a) if after eight weeks following Practical Completion of that Discount Market Sale Unit, contracts have not been exchanged for the sale and purchase of that Discount Market Sale Unit between the Owner and a nominee from the Discount Purchaser Nomination List; or
- (b) if H&F Home Buy confirm that there are no suitable nominees on the H&F Home Buy register; or
- (c) the Council do not provide details of any nominees within eight weeks of a receipt request for details from the Owner; then

the Owner shall be free to sell the Discount Market Sale Units to employed persons in the London Borough of Hammersmith & Fulham who satisfy the Discount Market Sale Purchaser Financial Criterion; and, if after three weeks following any of the events in (a), (b) or (c) above contracts have not been exchanged for the sale and purchase of that Discount Market Sale Unit, to employed persons who satisfy the Discount Market Sale Purchaser Financial Criterion in London with a maximum household income set by the Regional Housing Board at the time of notification of the availability of the units by the Owner to the Council.

1.8 For the avoidance of doubt it is hereby agreed that the Council shall not be liable for any charges or expenses in relation to the Discount Market Sale Unit including stamp duty land tax, service charges, parking charges or management charges.

1.9 Following Commencement of Development not to sell, transfer, lease or otherwise dispose of the whole or any part of the Discount Market Sale Units other than:

- (a) under paragraph 1.7 of this Schedule;
- (b) to a Registered Provider; or
- (c) by way of mortgage or financial charge

EXCEPT THAT IF

- (i) the freehold or leasehold title to the whole or any part of the Site is vested in a Registered Provider; and
- (ii) the said Registered Provider grants a mortgage or financial charge over the Site or any part of it to a building society, bank, insurance company or any financial institution; and
- (iii) there has been a bona fide default by the said Registered Provider of the terms of such mortgage or financial charge; and
- (iv) such mortgagee or chargee (or any manager (including an administrator, receiver and an administrative receiver) appointed by such mortgagee or chargee) seeks to dispose of the whole or any part of the Site under the terms of that mortgage or charge

then, such mortgagee or chargee (or any manager (including an administrator, receiver and an administrative receiver) appointed by such mortgagee or chargee) in respect of that part of the Site to which such mortgage or chargee relates shall be free from the restriction in this paragraph as will any subsequent purchaser and its successors in title from the said mortgagee or chargee and as will any persons deriving title therefrom (directly or indirectly).

1.10 The provisions of this Schedule shall:

- 1.10.1 not bind any owners or occupiers of any part of the Site other than the Discount Market Sale Units or their mortgagees;

- 1.10.2 not bind any mortgagee of a transferee under paragraph 1.7 nor any receiver, administrator or administrative receiver appointed by such mortgagee or any person deriving title through such mortgagee;
  - 1.10.3 cease to apply to any transferee under paragraph 1.7 who has purchased 100% of the equity of the Discount Market Sale Unit or any person other than a Registered Provider deriving title through or under such occupier.
- 1.11 Subject to paragraphs 1.9 and 1.10 of this Schedule, the first sale of each Discount Market Sale Unit to an individual occupier following Practical Completion of that unit, every subsequent sale of the Discount Market Sale Unit and the purchase of additional equity in the Discount Market Sale Unit by the Owner from the Council shall in each case be subject to entry into the Deed of Covenant.
- 1.12 Subject to paragraphs 1.9 and 1.10 of this Schedule, the terms of the Deed of Covenant will apply to each of the Discount Market Sale Units.
- 1.13 The Discount Market Sale Units shall be provided for and affordable to the Eligible Person for the relevant Discount Market Sale Unit taking into account all mortgage costs, rent, building service charge and estate management area service charge relating to such Discount Market Sale Units in accordance with paragraph 1.14.
- 1.14 No more than 40% (forty percent) of net household income for the Eligible Person for the relevant Discount Market Sale Units shall be required for spending on housing costs in respect of a Discount Market Sale Unit, where:
- 1.14.1 net household income shall be treated as being 70% (seventy percent) of gross household income; and



1.14.2 housing costs shall be treated as consisting of all mortgage costs, rent, building service charge and estate management area service charge, where mortgage costs shall be calculated by applying assumptions that there is a 7.5% deposit and that the mortgage is on a repayment basis at an interest rate of 5% for a term of 25 years.

## Schedule 6

### Wheelchair Units

The Owner covenants with the Council:-

#### Relevant Definitions

“Wheelchair Unit”

Three Dwellings (comprising one DMS Unit and two Open Market Units) listed in Appendix 6 which shall be designed to be accessible to residents who are wheelchair users

- 1.1 Not to Occupy or permit the Occupation of more than 50% (11 units) of the Market Housing within the Development until the Wheelchair Units are Practically Complete
- 1.2 To use reasonable endeavours to market the Wheelchair Units to wheelchair users for a period commencing no later than the date being two months from the Commencement of Development of the earlier of the Open Market Units or the DMS Units for a minimum period of six months (“the Marketing Period”) provided that in the event that:
  - 1.2.1 agreements for the sale or lease of any of the Open Market Units or the DMS Units have not been exchanged by the end of the Marketing Period then the Marketing Period shall be extended to a date being the earlier of the date agreements for sale or lease have been exchanged for all the Open Market Units or the DMS Units and the date forty–five days prior to Practical Completion of the last Dwelling;and
  - 1.2.2 contracts for sale or lease of the Wheelchair Units have exchanged within the twelve month period then the Marketing Period shall determine immediately.

- 1.3 That the marketing referred to in paragraph 1.2 above shall be conducted to ensure that the Wheelchair Units are marketed to as wide an audience as possible by including information in general sale and other marketing brochures as to which Wheelchair Units are wheelchair adaptable and advertising in national and local media as appropriate including a relevant national accessible property website and a magazine aimed at an older readership and in liaison with appropriate agencies including the Council's Rehousing Options Team and that the marketing details shall include a separate marketing brochure specifically aimed at wheelchair users which will have indication of room sizes kitchens specification and also the provision of a computer generated virtual tour of a Wheelchair Unit
- 1.4 Not to Commence Development of the wheelchair Units until the Owner has submitted to the Council details of all proposed marketing material including but not limited to that set out in paragraph 1.3 above which the Owner shall use during the Marketing Period.
- 1.5 If during the Marketing Period more than twenty potential purchasers are willing to contract to purchase an Open Market Unit which is a Wheelchair Unit then the Owner shall use reasonable endeavours to provide a number of additional wheelchair units equal to that for which disability facilities grant is available from the Council or from any other source
- 1.6 To submit to the Head of Development Management details of the marketing undertaken pursuant to paragraph 1.3 above supported by such evidence as the Council may reasonably require, such information to include the date of first advertisement and first website posting of each Wheelchair Unit, the date of release of any such unit which is not allocated to a wheelchair user household onto the wider market and the date on which an offer is made on any released unit
- 1.7 The Wheelchair Units shall permanently retain their internal layout (walls and corridors) irrespective of whether or not they are disposed of for such purpose

- 1.8 Three parking spaces of the appropriate dimensions marked out as disabled parking spaces shall be provided on the Site and such disabled parking spaces shall be maintained as disabled parking spaces for the life of the Development for use by Wheelchair users.

## **Schedule 7**

### **Council's Covenants**

The Council covenants with the Owner

#### **General**

1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

#### **2. Highways Works**

2.1 As soon as reasonably practicable upon receipt of the Estimated Highways Payment and having proper and full regard to the programme and nature of works including scaffolding, oversailing, provision of services and access for the construction of the Development to commence the Highways Works and to complete them as expeditiously as possible the programme of such works to be agreed in advance with the Owner

2.2 Upon the completion of the Highways Works to issue to the Owner a certificate of substantial completion.

2.3 As soon as reasonably practicable on the completion of the Highways Works (evidenced by the issue of a certificate of substantial completion) and the total actual costs of the Highways Works having been established the Council shall inform the Owner of the reasonable and proper total cost providing such supporting evidence as they may reasonably require.

2.4 If, after establishing the actual total costs of the Highways Works and notifying the Owner of such costs in accordance with paragraph 2.3 above, the Estimated Highways Payment shall have exceeded the actual total costs of the Highways Works, the Council shall within 28 days of the actual costs having been established pay to the Owner the difference between the total actual costs and the Estimated Highways Payment.

### **3. Riverside Walkway**

- 3.1 That the Director of Transport and Highways shall inspect the Riverside Walkway as soon as reasonably practical after receiving written notice from the Owner as set out in paragraph 1.20 of Schedule 2.
- 3.2 That upon the completion of the Riverside Walkway to the reasonable satisfaction of the Director of Transport and Highways in all respects the Director of Transport and Highways shall issue a Riverside Walkway Certificate of Substantial Completion to the Owner.
- 3.3 Upon the Owner carrying out any necessary making good of defects to the Riverside Walkway at the end of the Maintenance Period the Director of Transport and Highways shall inspect the Riverside Walkway as soon as reasonably practicable following a request to do so by the Owner with a view to the issue of the Riverside Walkway Final Certificate.
- 3.4 Following completion of the defects referred to in paragraph 3.3 above the Director of Transport and Highways shall certify the actual cost of the Riverside Walkway Supervision Works and if these are less than the Riverside Walkway Supervision Fee to repay the Owner within 28 days of the said certification the difference between the actual cost and the Riverside Walkway Supervision Fee.
- 3.5 That upon repayment by the Council of part of the Riverside Walkway Supervision Fee in accordance with paragraph 3.4 above or receipt by the Council from the Owner of monies payable in accordance with the above provisions as appropriate and upon confirmation that any sewer constructed under the Riverside Walkway has been vested in the sewerage undertaker the Director of Transport and Highways shall thereafter without delay issue a Riverside Walkway Final Certificate to the Owner.
- 3.7 That upon dedication of the Riverside Walkway by the Owner the Council shall adopt the Riverside Walkway.

**4 Affordable Housing**

- 4.1 In the event that an Equity Payment is made to the Council on a subsequent transfer of any Discount Market Sale Unit the Council shall not use that Equity Payment otherwise than towards housing and regeneration within the Borough

**5 Issue of Planning Permission**

The Council will issue the Planning Permission as soon as reasonably practicable.

**6 Acting Reasonably**

The Council will at all times act reasonably and in particular (without prejudice to generality) where any approval or expression of satisfaction is required by this Agreement it will not be unreasonably withheld or delayed.

Appendix 1  
Planning Permission



Miss Rachel Crick  
DP9 Limited  
100 Pall Mall  
London  
SW1Y 5NQ

18th February 2015

---

Applicant:  
Chase (Palace Wharf) Ltd  
C/a Agent

Application Reference: **2014/03775/FUL**

Registered on: **13th August 2014**

---

**Town and Country Planning Act 1990  
Town and Country Planning General Regulations 1992**

**FULL PLANNING PERMISSION**

**Location and Description:**

**Palace Wharf Rainville Road London W6 9HN**

Minor material amendment planning permission 2012/00766/FUL granted 02 August 2013 for the "Demolition of existing single storey former warehouse building and two storey cottage and conversion of Palace Wharf buildings to form 27 new residential units comprising 5 x 3 bedroom new three to four storey town houses and 7 x 1, 13 x 2 and 2 x 3 bedroom apartments within Palace Wharf buildings to be refurbished. Construction of courtyard car parking accessed via Rainville Road and a new river path to link with the existing Thames path together with cycle parking, refuse storage, landscaping and associated ancillary development". Amendment to include: inclusion of a concierge office on the ground floor of Block B, provision of private amenity space at roof level of Block C and an extension to the top floor of the town houses including PV panels at fourth floor level.

Drawing Nos: Temporary fencing/enclosure scheme; Accoustic Design Review by Air Testing Ltd dated 15th July 2014; Revised Construction Logistics Plan received 15th September 2014 2711/TP/111A; 112A; 114B; 115D; 116C; 117C; 129A; 132A; 133B; 134B; 135C; 136D; 109; 010F

**Particulars of Decision:**

**Full planning permission granted subject to the following condition(s):**

- 1) The development hereby permitted shall not commence later than the expiration of 3 years beginning with the date of this planning permission.

Condition required to be imposed by section 91(1) (a) of the Town and Country Planning Act 1990 (as amended by section 51 of the Planning and Compulsory Purchase Act 2004).

- 2) The development shall not be erected otherwise than in accordance with the following approved drawings: 2711/TP/109; 010F; 111A; 112A; 114B; 115D; 116C; 117C; 129A; 132A; 133B; 134B; 135C; 136D.

In order to ensure full compliance with the planning application hereby approved and to prevent harm arising through deviations from the approved plans, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 3) The scheme of temporary fencing and/or enclosure of the site shall be erected in accordance with the details approved under ref: 2014/03527/DET.

To ensure that the site remains in a tidy condition during and after demolition works and during the construction phase and to prevent harms to the street scene and character and appearance of the conservation area, in accordance with policies DM G3 and DM G7 of the Development management Local Plan 2013, and Policy BE1 of the Core Strategy 2011.

- 4) The demolition and construction works shall be carried out in accordance with the demolition method statement, construction management plan and construction logistics plan approved under ref: 2014/03527/DET.

To ensure that demolition and construction works do not adversely impact on the operation of the public highway, and that the amenity of occupiers of surrounding premises is not adversely affected by noise, vibration, dust, lighting or other emissions from the building site, in accordance with Policies DM J1, J6, H5, H8, H9, H10 and H11 of the Development Management Local Plan 2013.

- 5) The development hereby permitted shall not commence prior to the submission and approval in writing by the Council of details and samples of all materials to be used on the external faces of the new building and all surface treatments, including boundary walls, railings, gates and fences and no part of the development shall be used or occupied prior to the completion of the development in accordance with the approved details.

To ensure a satisfactory external appearance and to prevent harm to the streetscene, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 6) The development hereby permitted shall not commence prior to the submission and approval in writing by the Council of details in plan, section and elevation (at a scale of not less than 1:20) of the following matters, and no part of the development shall be used or occupied prior to the completion of that part of the development in accordance with the approved details.

- a) typical bay of the front elevation of the townhouses;
- b) Typical bay of the rear elevation of the townhouses;
- c) Details of the riverwalk and courtyard; and
- d) Details of the alterations to the retained Building of Merit including proposed openings in the facades, extensions and fenestration.

To ensure a satisfactory external appearance and prevent harm to the street scene, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 7) No plumbing, extract flues or pipes other than rainwater pipes shall be fixed on the Rainville Road elevation of the building hereby approved.

To ensure a satisfactory external appearance and to prevent harm to the streetscene, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 8) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008 (or any Order revoking or re-enacting that Order with or without modification), no aerials, antennae, satellite dishes or related telecommunications equipment shall be erected on any part of the development hereby permitted, without planning permission first being granted.

In order to ensure that the Council can fully consider the effect of telecommunications equipment upon the appearance of the building, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 9) No plant, water tanks, water tank enclosures or other structures, that are not shown on the approved plans, shall be erected upon the roofs of the buildings hereby permitted.

To ensure a satisfactory external appearance, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 10) No alterations shall be carried out to the external appearance of the development, including the installation of air-conditioning units, ventilation fans or extraction equipment not shown on the approved drawings, without planning permission first being obtained. Any such changes shall be carried out in accordance with the approved details.

To ensure a satisfactory external appearance and to prevent harm to the amenities of the occupiers of neighbouring residential properties, in accordance with Core Strategy 2011 Policy BE1 and Policies DM H9, DM G1 and DM G3 of the Development Management Local Plan 2013.

- 11) The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background

noise level by at least 10 dBA, as assessed according to BS4142: 1997 at the nearest and/or most affected noise sensitive premises, with all machinery operating together.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise from mechanical installations/ equipment and their uses, in accordance with Core Strategy 2011 Policy BE1 and Policies DM H9 of the Development Management Local Plan 2013.

- 12) With exception to the private roof terrace areas shown on approved drawings, no part of the remainder of the flat roof areas provided by the development hereby approved shall be used as a terrace or other accessible amenity space. No walls, fences, railings or other means of enclosure shall be erected around the roofs, and no alterations shall be carried out to the approved building to form access onto these roofs.

To ensure a satisfactory external appearance and so that the use of the buildings does not harm the amenities of the existing neighbouring residential properties and future residential occupiers of the development as a result of overlooking, loss of privacy and noise and disturbance, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G3 and DM H9 of the Development Management Local Plan 2013, and SPD Housing Policy 8 of the Planning Guidance Supplementary Planning Document 2013.

- 13) No part of the development shall commence prior to the submission and approval in writing by the Council of details of the privacy screens used in connection with the balconies at third floor level, as indicated on drawing 2711/TP/0129A and 2711/SK/136D, hereby approved, and no part of the residential unit shall be used or occupied prior to the installation of the privacy screen in accordance with the approved details. The privacy screens shall thereafter be retained in accordance with the approved details.

In order to ensure there is no loss of privacy or overlooking to the occupiers of neighbouring residential occupiers, in compliance with Core Strategy 2011 Policy BE1 and Policies DM G3 and DM H9 of the Development Management Local Plan 2013, and SPD Housing Policy 8 of the Planning Guidance Supplementary Planning Document 2013.

- 14) No part of the development hereby approved shall be occupied prior to the provision of the cycle storage for the residential development hereby approved, as indicated on the approved drawing, and such storage facilities shall be permanently retained thereafter in accordance with the approved details.

To ensure the provision of the cycle parking spaces, in accordance with Policy DM J5 of the Development Management Local Plan 2013.

- 15) No part of the development hereby approved shall be occupied prior to the details of refuse storage facilities submitted to and approved in writing by the Council. All refuse generated by the development hereby permitted shall be stored within these enclosures and shall be permanently retained for these purposes.

To ensure that the use does not give rise to smell nuisance and to prevent harm to the street scene arising from the appearance of accumulated rubbish, in accordance with

- 16) Prior to the commencement of the development details of the proposed measures to ensure that the development achieves "secured by design" status shall be submitted to and approved in writing by the Council. No part of the development thereby effected shall be used or occupied prior to the implementation of the approved details.

To ensure that the development incorporates suitable design measures to minimise opportunities for, and the perception of, crime, in accordance with policies 7.3 of the London Plan (2011) and Policy DM G1 and DM G3 of the Development Management Local Plan (2013).

- 17) A minimum of 10% of all dwellings hereby approved shall be capable of meeting the needs of wheelchair users and shall be designed and capable of adaptation, in accordance with the Council's Supplementary Planning Guidance (Access for All).

To ensure a satisfactory provision for dwellings, meeting the needs of people with disabilities, in accordance with the Policy 3.8 and 4.5 of the London Plan (2011), Policy H4 of the Core Strategy (2011), and Policy DM G1 and A4 of the Development Management Local Plan (2013).

- 18) Prior to commencement of the development hereby approved, details and drawings at a scale of 1:100 showing the location of 1.1m wide by 1.5m long rectangular "soft spots" in the ground floor slab of both duplex units shall be submitted to and approved in writing by the Council. The development shall be carried out in accordance with such details as approved and permanently retained thereafter.

To ensure that future occupiers of those the flats are able to insert a trapdoor or "through-the-floor" lift between the ground and basement floors in accordance with 'Lifetime Homes' standards, in accordance with Policy 3.8 of the London Plan 2011, Policy H4 of the Core Strategy 2011 and Policy DM A4 of the Development Management Local Plan 2013.

- 19) No development shall commence until a preliminary risk assessment report is submitted to and approved in writing by the Council. This report shall comprise: a desktop study which identifies all current and previous uses at the site and surrounding area as well as the potential contaminants associated with those uses; a site reconnaissance; and a conceptual model indicating potential pollutant linkages between sources, pathways and receptors, including those in the surrounding area and those planned at the site; and a qualitative risk assessment of any potentially unacceptable risks arising from the identified pollutant linkages to human health, controlled waters and the wider environment including ecological receptors and building materials. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are

caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

- 20) No development shall commence until a site investigation scheme is submitted to and approved in writing by the Council. This scheme shall be based upon and target the risks identified in the approved preliminary risk assessment and shall provide provisions for, where relevant, the sampling of soil, soil vapour, ground gas, surface and groundwater. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

- 21) Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until, following a site investigation undertaken in compliance with the approved site investigation scheme, a quantitative risk assessment report is submitted to and approved in writing by the Council. This report shall: assess the degree and nature of any contamination identified on the site through the site investigation; include a revised conceptual site model from the preliminary risk assessment based on the information gathered through the site investigation to confirm the existence of any remaining pollutant linkages and determine the risks posed by any contamination to human health, controlled waters and the wider environment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

- 22) Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until, a remediation method statement is submitted to and approved in writing by the Council. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

- 23) Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until the approved remediation method statement has been carried out in full and a verification report confirming these works has been submitted to, and approved in writing, by the Council. This report shall include: details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil; all waste management documentation showing the classification of waste, its treatment, movement and disposal; and the validation of gas membrane placement. If, during development, contamination not previously identified is found to be present at the site, the Council is to be informed immediately and no further development (unless otherwise agreed in writing by the Council) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the Council. Any required remediation shall be detailed in an amendment to the remediation statement and verification of these works included in the verification report. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

- 24) Unless the Council agree in writing that a set extent of development must commence to enable compliance with this condition, no development shall commence until an onward long-term monitoring methodology report is submitted to and approved in writing by the Council where further monitoring is required past the completion of development works to verify the success of the remediation undertaken. A verification report of these monitoring works shall then be submitted to and approved in writing by the Council when it may be demonstrated that no residual adverse risks exist. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Borough Wide Strategic Policy CC4 of the Core Strategy and policies DM H7 and H11 of the Development Management Local Plan 2013.

- 25) The development shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) prepared by Royal Haskoning (Ref: 9X2649/R00006/303754/PBor Rev A, dated 16 May 2012), and the following mitigation measures detailed therein:

- a.) Finished floor levels shall be set no lower than 5.6m above Ordnance Datum (AOD), and
- b.) The development shall be set back from the river wall as indicated on the 'Flood Wall Maintenance Access Plan' (Drawing No. 9X2649-FRA-04 Rev A, dated 16 May 2012).

To reduce the impact of flooding to the proposed development and future occupants, in accordance with Policies 5.11, 5.13, 5.14 and 5.15 London Plan 2011, Policy CC1 and CC2 of the Core Strategy 2011, National Planning Policy Framework (2012) and the Technical Guidance to the National Planning Policy Framework (2012) and Policy DM H3 of the Development Management Local Plan (2013).

- 26) The development hereby approved shall be constructed in accordance with the Sustainability Statement prepared by WSP, dated February 2012, and thereafter shall be permanently retained.

To ensure that the proposed development promotes sustainable design and construction, in accordance with London Plan policies 5.2 and 5.3, Core Strategy 2011 policies CC1 and CC2 and policies DM H1 to DM H11 of the Development Management Local Plan 2013.

- 27) The first occupation of the development hereby permitted shall not take place until the surface water drainage scheme has been implemented in accordance with the approved details, and thereafter permanently maintained in accordance with the agreed details.

To prevent any increased risk of flooding and to ensure the satisfactory storage of/disposal of surface water from the site in accordance with Policy CC2 of the Core Strategy 2011 and policy 5.13 of The London Plan 2011.

- 28) The development shall not commence prior to the implementation of an archaeological field evaluation in accordance of a written scheme of investigation previously submitted to and approved in writing by the local planning authority. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.

In order to ensure the preservation or protection of any archaeological interests that may be present on the site, in accordance with Policy DM G7 of the Development Management Local Plan 2013 and Policy 7.8 of the London Plan 2011.

- 29) In the event that the results of the field evaluation required by condition 28 reveal the presence of archaeological interests on the site, the development shall not commence prior to the implementation in full of a programme of works to ensure that the archaeology is either preserved or fully excavated, in accordance with a written scheme previously submitted to and approved in writing by the local planning authority.

In order to ensure the preservation or protection of any archaeological interests that may be present on the site, in accordance with Policy DM G7 of the Development Management Local Plan 2013 and Policy 7.8 of the London Plan 2011.



- 30) The enhanced sound insulation value  $D_{nT,w}$  and  $L_{nT,w}$  for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings in Block A, B and C shall be implemented and thereafter permanently retained in accordance with the details approved under ref: 2014/03527/DET.

To ensure that the amenity of occupiers of the development site is not adversely affected by noise, in accordance with Policies DM H9 and H11 of the Development Management Local Plan 2013.

- 31) No demolition shall commence until a full photographic survey of the existing buildings to be demolished has been completed and a copy has been submitted to the Council's Archivist.

To ensure that the appearance of that part of the building to be demolished is recorded for the future, in accordance with Policy DM G7 of the Development Management Local Plan 2013.

- 32) The development shall not commence prior to the submission and approval in writing by the Council of details of the design, location and appearance of a commemorative plaque or sign board with information on the history of the existing building on the site. The plaque or sign board shall be located in a position where it can be readily viewed by the public. No part of the development shall be used or occupied prior to the installation of the plaque or sign board in accordance with the approved details, and the plaque or sign board shall thereafter be retained.

In order to ensure that the historic identity of the site is commemorated as a point of reference for the future, in accordance with Policy DM G7 of the Development Management Local Plan 2013.

- 33) The development shall not commence prior to the submission and approval in writing by the Council of full details of the proposed landscaping of the site, including planting schedules and details of the species, height and maturity of any trees and shrubs. The approved scheme shall be implemented in the next winter planting season following completion of the building works, or before the occupation and use of any part of the buildings, whichever is the earlier, and the landscaping shall thereafter be retained.

To ensure a satisfactory external appearance, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 34) Any tree or shrub planted pursuant to condition 33 being removed or severely damaged, dying or becoming seriously diseased within 5 years of planting shall be replaced with a tree or shrub of similar size and species to that originally required to be planted.

To ensure a satisfactory provision for planting, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

- 35) The development shall not commence until details of the river walk, including paving, the river wall and landscaping have been submitted to and approved in writing by the Council.

To ensure a satisfactory external appearance, in accordance with Core Strategy 2011 Policy BE1 and Policies DM G1 and DM G3 of the Development Management Local Plan 2013.

**Reason(s) for granting planning permission:**

- 1)
  1. The redevelopment of the site for residential is considered acceptable, in accordance with the NPPF (2012), London Plan Policy 3.3 (2011), Core Strategy Policies H1 and H4 (2011), and Policy DM A1 and DM A3 of the DM LP (2013). The density, housing mix, internal design and layout of the new residential units are considered satisfactory having regard to London Plan Policies 3.4, 3.5 and 3.16 (2011), Core Strategy Policies H2 and H3 (2011), Policies DM A2, A3 and A9 of the DM LP (2013), and SPD Housing 8 of the Planning Guidance SPD (2013); and the amenity space provision is also considered satisfactory, having regard to the physical constraints of the site, judged against Policy DM A2 of the DM LP (2013) and SPD Housing Policy 1 and 3 of the Planning Guidance SPD (2013).
  2. Design: The proposed development would be a high quality development which would make a positive contribution to the urban environment in this part of the Borough. The development would therefore be acceptable in accordance with the NPPF (2012), London Plan Policies 7.1, 7.2, 7.4, 7.5 and 7.6 (2011), Core Strategy Policy BE1 (2011), Policy DM G1 and G7 of the DM LP (2013) and SPD Design Policy 45, 46, 48 and 49 of the Planning Guidance SPD (2013), which seek a high quality in design and architecture, requiring new developments to have regard to the pattern and grain of existing development, and the character and appearance of conservation areas.
  3. Residential Amenity and Impact on Neighbouring Properties: The impact of the proposed development upon adjoining occupiers is considered acceptable in terms of noise, overlooking, loss of sunlight or daylight or outlook to cause undue detriment to the amenities of neighbours. In this regard, the development would respect the principles of good neighbourliness. The development would therefore be acceptable in accordance with Policies DM G1, H9, H11 and A9 of the DM LP (2013) and SPD Housing Policy 8 of the Planning Guidance SPD (2013).
  4. Safety and Access: A condition will ensure the development would provide a safe and secure environment for all users in accordance with London Plan Policy 7.3 (2011) and Policy DM G1 of the DM LP (2013). Conditions will also ensure the proposal would provide ease of access for all people, including disabled people, in accordance with London Plan Policy 3.8 (2011), Core Strategy Policy H4 (2011), Policy DM G1 and A4 of the DM LP (2013) and SPD Design Policies 1, 2, 3 and 11 of the Planning Guidance SPD (2013).
  5. Transport: Subject to conditions there would be no adverse impact on traffic generation and the scheme would not result in congestion of the road network. Conditions will also secure satisfactory provision cycle and refuse storage. The development would therefore be acceptable in accordance with the NPPF (2012), London Plan Policies 6.1, 6.3, 6.9, 6.10, 6.11, 6.13, and 6.16 (2011), Core Strategy Policies T1 and CC3 (2011), Policies DM J1, J2, J3, J5, A9 and H5 of the DM LP

(2013), and SPD Transport Policies 3, 7 and 12 and SPD Sustainability Policies 3, 4, 7, 8, 9 and 10 of the Planning Guidance SPD (2013).

6. Flood Risk: A Flood Risk Assessment (FRA) has been submitted and has considered risks of flooding to the site and adequate preventative measures have been identified. Details of SUDS will be secured by a condition. In this respect the proposal is therefore in accordance with the NPPF (2012), London Plan Policies 5.11, 5.12, 5.13, 5.14 and 5.15 (2011), Core Strategy Policies CC1 and CC2 (2011), Policy DM H3 of the DM LP (2013) and SPD Sustainability Policies 1 and 2 of the Planning Guidance SPD (2013).

7. Land Contamination: Conditions will ensure that the site would be remediated to an appropriate level for the sensitive residential use. The proposed development therefore accords with Policy 5.21 of the London Plan (2011), Policy CC4 of the Core Strategy (2011) and Policies DM H7 and H11 of the DM LP (2013).

8. Sustainability: A Sustainability Statement has been submitted confirming that sustainability measures will be integrated beyond the minimum requirements of Building Regulations and planning requirements. The development would therefore be acceptable in accordance with London Plan Policies 5.1, 5.2, 5.3, 5.6, 5.7, 5.8 and 5.9 and Core Strategy Policy CC1 and H3.

9. Archaeology: The site is located within an Archaeological Priority Area. A condition will secure the implementation of a programme of archaeological work in accordance with a written scheme of investigation. The proposed development therefore accords with Policy DM G7 of the Development Management Local Plan 2013 and Policy 7.8 of the London Plan 2011.

10. Planning Obligations: The application proposes that its impacts are mitigated by way of financial contributions to fund improvements that are necessary as a consequence of the development. The proposed development would therefore mitigate external impacts and would accord with Core Strategy Policy CF1.

**For your information:**

- 1) In determining this application, the local planning authority has worked in a pro-active and positive manner with the applicant to foster the delivery of sustainable development, in accordance with the requirements of paragraphs 186 and 187 of the National Planning Policy Framework

On behalf of the Executive Director, Transport and Technical Services  
Duly authorised by the Council to sign this notice.

**Notes:**

This decision is a planning permission under Part III of the Town and Country Planning Act 1990 only. It must not be taken as implying that the Council will grant any other consent, permission or approval that may be necessary in connection with the development, whether under any other statutory powers or in any other capacity.

This planning permission should be read in conjunction with the legal agreement dated: **18th February 2015.**

Refer to the Statement of Applicants' Rights and general information enclosed.

**Naming and Numbering of Streets and Buildings:**

Where development involves any of the following:

- construction of new building(s);
- subdivision of existing building(s) into units (eg flat conversions);
- combination of existing buildings or units;
- construction or modification of a named street;
- abolition or stopping up of any part of a named street;
- any other development necessitating the creation or modification of a postal address;

then the Custodian of the Local Land and Property Gazetteer must be contacted at the earliest opportunity to ensure that all addresses are lawful and comply with the Council's policies.

Please E-mail: [namingnumbering@ibhf.gov.uk](mailto:namingnumbering@ibhf.gov.uk)

or telephone: **020 8753 3030** for advice.

**Explanatory notes and an application form are enclosed for your convenience.**

**LONDON BOROUGH OF HAMMERSMITH AND FULHAM  
TOWN AND COUNTRY PLANNING ACT 1990**

**STATEMENT OF APPLICANTS' RIGHTS**

arising from the grant of planning permission subject to conditions

- 1** An applicant aggrieved by the accompanying decision may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990. An appeal must be made by Notice served within six months of the date of this notice.

The Secretary of State has the power to allow a longer period for the giving of notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the Development Order and any Direction given under the Order.

- 2** If permission to develop land granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state, and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which had been or would be permitted, then a Purchase Notice may be served on the Council of the London Borough of Hammersmith and Fulham requiring that authority to purchase the owner's interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

- 3** In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused, or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 108 of the Town and Country Planning Act, 1990.

- 4** Any appeal must be made on the appropriate forms, which can be obtained by post from:  
**The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN**  
or from the Inspectorate website at: [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)  
Telephone: **0117 372 8000**

**GENERAL INFORMATION**

The granting of planning permission does not relieve developers of the necessity for complying with any local Acts, the Building Regulations and general statutory provisions in force in the area, nor does it 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 Council of the London Borough of Hammersmith and Fulham) entitled to the benefit thereof or holding in the property concerned in the development permitted or in any adjoining property.

The Council's Building Control Officer should be consulted at the earliest possible opportunity before commencing the development with regard to the provisions of the Building Regulations and/or other statutes.

Further, applicants are advised that the granting of planning permission does not authorise any development which may encroach upon a public highway and, in the event of such an encroachment, the Council may take such action as is appropriate to secure the removal of that part of the development which encroaches upon the public highway.

The Council's Highways and Engineering Division should be consulted as to any works proposed to, above, under or abutting any carriageway, footway or forecourt.

For all telephone enquiries please call the Council's Corporate Contact Centre on: **020 8753 1081**

# Street Naming and Numbering

## LONDON BUILDING ACTS (AMENDMENT) ACT 1939 - PART II (AS AMENDED BY THE LOCAL GOVERNMENT ACT 1985) STREET NAMING AND NUMBERING

The Council provides a naming and numbering service for all properties in the borough. It deals with all changes to streets, buildings, houses and units, both residential and commercial.

Under the above Act it is obligatory that streets and buildings are named and numbered through the Council. It is an offence under Section 13 of the above Act to display any name or number which has not been lawfully assigned by the Council.

### **We Are Here To Help**

Please contact us if you are involved in:

- Property Development
- Creating New Properties
- Building Conversions

If you do not have your name/number lawfully assigned by the Council your address may not be recognised and you may experience difficulties with the following:

- Postal Deliveries
- Utilities Connection / Billing
- Obtaining Credit
- Electoral Registration

### **What Do We Do?**

Many problems arise because the Royal Mail does not hold a correct address. Please note that the Royal Mail will only amend their database on the recommendation of the Council so changes of this nature should be directed to us in the first instance. The Royal Mail are, however, solely responsible for the allocation of postcodes.

If a new name or number must be assigned to a street, premises or development then a series of consultations must be carried out with the Metropolitan Police, Fire Brigade, Ambulance Service and the Royal Mail. This is to avoid duplications which may cause confusion and lead to possible misdirection and/or delay of post and emergency services. This process will often take 2-6 weeks to complete.

It is therefore advisable that the naming and numbering of new streets and buildings is applied for well in advance of their occupation to avoid delays to the provision of utilities and other services.

Please note that a fee is charged for this service, calculated according to the number of addresses required.

### **How To Contact Us**

If you are the owner or developer and need to get in touch with the Council, please write to us, or fill out the attached form, and send with a site plan of the property in question indicating the main entrances to:

**Street Naming & Numbering  
Transport and Technical Services  
Town Hall Extension  
King Street  
London  
W6 9JU**

Or email: [namingnumbering@lbhf.gov.uk](mailto:namingnumbering@lbhf.gov.uk)

For enquiries please phone 020 8753 3030

# Street & Building Naming & Numbering Application Form

## **Applicant Details**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Post code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Are you the owner of the Property/Site? \_\_\_\_\_

**N.B.** If the applicant is **NOT** the freeholder of the property/site, please ask the freeholder to apply or alternatively attach a letter (with appropriate signatures) confirming that the applicant is acting on behalf of the freeholder.

## **Existing Address (If Applicable)**

Address: \_\_\_\_\_

Post code: \_\_\_\_\_

## **Proposed Address/ Street for (Re) Naming & Numbering**

**Note:** Preference will always be given to names that have a historical or local relevance.

Address(s): \_\_\_\_\_

Please continue on a separate sheet if necessary

Planning application number? \_\_\_\_\_

When did building commence? \_\_\_\_\_

**Historical Relevance And/or Reason for Change** Please detail on which grounds you wish us to name/rename. Are there historical connections to the name(s)?

**N.B.** A site plan is required – this need only be a site outline indicating main entrances.

**Applicant Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Please wait for council approval before printing stationery or erecting name plates.**

Please return the completed form along with any information you feel may support your request to:  
Street Naming & Numbering, Hammersmith Town Hall Extension, King Street, W6 9JU

Tel: 020 8753 3030 or Email to: [namingnumbering@lbhf.gov.uk](mailto:namingnumbering@lbhf.gov.uk)

Please note that a fee is charged for this service, calculated according to the number of addresses required.





## Appendix 2

### Riverside Walkway Works

The construction of the Riverside Walkway as generally indicated on Plan 2. The work involved in the construction of the Riverside Walkway includes:

- (i) General preliminaries;
- (ii) Alterations to statutory undertakers pipes, cables, plant and equipment as necessary or desirable both inside and outside the areas on Plan 2;
- (iii) Surface water drainage alterations as may be required for new gullies; access chambers, connections and all pipework required;
- (iv) Provision and installation of lighting columns and other street furniture as necessary and all associated electrical work;
- (v) Provision of pedestrian walkway pavement marking and traffic signs both temporary and permanent, as required;
- (vi) The markings of the legal boundaries of the Site by suitable studs or other permanent markers set in the paving.

The Works shall be designed and construed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, **Streetsmart**.

## Appendix 3

### Surety Covenant

- 1.1 If the Owner at any time fails to perform or observe any of the conditions stipulations or obligations on their part contained in the Agreement dated [ ] and made between (1) [ ] Ltd and (2) the Council of the London Borough of Hammersmith and Fulham and (3) [ ] (“the Agreement”) in respect of the Riverside Walkway referred to in the Agreement the Director of Transport and Highways as defined in the Agreement may without prejudice to any statutory rights or powers or any other right of claim or remedy under the Agreement send to the Surety notice in writing (“the Default Notice”):
  - 1.1.1 Specifying the work (“the Default Work”) to be carried out in order that all the works to the Riverside Walkway (as the case may be) may be executed or completed as the case may be in accordance with the Agreement;  
  
and
  - 1.1.2 Containing an estimate by the Director of Transport and Highways of the cost of carrying out the Default Work and the cost of maintaining the works for a period of 12 months after the issue of the Certificate of Substantial Completion as defined in (paragraph 1.21 of Schedule 2) to the Agreement prior to the whole or part of the Riverside Walkway becoming maintainable at the public expense (“Default Cost”) which cost shall not exceed [ ] (“the Bond Sum”).
- 2.1 Within 28 days after the Surety has received the Default Notice the Surety shall elect either to:
  - 2.1.1 Pay the Default Cost to the Council; or
  - 2.1.2 Send to the Council notice in writing (“Surety’s Counter Notice”) of the intention of the Surety to carry out the Default Work.
3. If the Surety having sent the Surety’s Counter Notice to the Council fails to start the Default Work within 56 days after the Surety received the Default Notice the Surety shall forthwith pay the Default Cost to the Council with interest thereon at the rate of 2% per annum above Barclays Bank Plc’s Base Rate (or any rate of interest published by Barclays Bank Plc in substitution for the aforesaid Base Rate for the purposes of this provision and any other provision by virtue of which rates of interests are to be calculated) from the date on which the Surety received the Default Notice.
4. If the Surety having sent the Surety’s Counter Notice to the Council starts the Default Work and the said work is not completed within four months after the Surety’s Counter Notice was received by the Council or within such further period

as maybe agreed by the Council the Surety shall forthwith on demand by the Director of Transport and Highways pay to the Council such sum as the Director of Transport and Highway may determine as being the cost of carrying out any Default Work not carried out by the Surety or the cost of maintaining the Works for the period of 12 months prior to the Riverside Walkway becoming maintainable at the public expense and also pay to the Council the amount determined by the Director of Transport and Highways as being the amount of the appropriate usual establishment charges of the Council.

5. The sum payable under Clause 4 above shall not exceed the Default Cost and the covenant in Clause 6 below shall apply with respect to such sum and on the issue of the Final Certificate as defined in the Agreement the Council shall issue a notice in writing to the Surety confirming that the Surety is released from all liability hereunder.
6. The Council hereby covenants with the Surety and the Owner:
  - (a) to use all reasonable endeavours in consultation with the Surety to mitigate any loss or damage sustained because of any default by the Owner, by taking such reasonable steps as the Council sees fit;
  - (b) to apply all monies received from the Surety as herein before mentioned towards the expenditure involved in executing or completing the works and maintaining and making good all defects for a period of 12 months after the issue of the Certificate of Substantial Completion as defined in the Agreement;
  - (c) in the event of the sum paid by the Surety to the Council exceeding the cost of executing or completing the works and maintaining and making good all defects as aforesaid together with the amount of the Council's usual establishment charges to repay to the Surety within 28 days of the Riverside Walkway becoming maintainable at the public expense the amount of such excess with interest calculated at half yearly rates of the unexpended balance for the time being of the Council paid by the Surety to the Council at the rate of interest prevailing from time to time on monies held in a deposit account with the Council's bankers;
  - (d) that on the issue of the Certificate of Substantial Completed referred to in paragraph 1.21 of Schedule 2 and paragraph 3.2 of Schedule 7 to the Agreement in respect of the Riverside Walkway the Council will issue a notice in writing to the Surety confirming that the Surety is released from 80% of the Bond Sum; and
  - (e) on the issue of the Final Certificate referred to in paragraph 3.5 of Schedule 7 to the Agreement in respect of the Riverside Walkway or such earlier time as may be agreed with the Council the Council will issue a notice in writing to the Surety confirming that the Surety is released from all liability hereunder.
7. This Bond is personal to the Council and is not assignable.

8. A person who is not a party to this Bond has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the benefit of any term of this Bond.

9 This Bond is governed by and construed in accordance with English law and is subject to the jurisdiction of the English courts.

## Appendix 4

### Highways Works

Improvements and alterations to the public highway and public footway at the Site as shown on Plan 3 and including:

1. closure of existing access and reinstatement of footway
2. creation of new access
3. amendments to parking bays adjacent to site
4. Amendment to TRO for parking bay alterations
5. Resurfacing of footway fronting site.

The work involved in the construction of all the above improvements and alterations include where required:-

1. general preliminaries;
2. alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
3. surface water drainage alterations as may be required for new gullies, manholes, connections and all pipe work required;
4. provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
5. provision of road markings and traffic signs both temporary and permanent, where necessary;
6. footway and carriageway works and alterations;
7. parking or waiting restrictions as required by the Council fronting the Development; and
8. readjusting height or kerbing and replacing damaged kerbing where necessary

The Works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

## Appendix 5

### Deed of Covenant

DATED 20[ ]

- (1) Insert name of current owner of the Site [The Transferor]
- (2) [The Transferee]
- (3) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham

### **DEED OF COVENANT**

**Relating to**

**[full address of the Property]**

**THIS DEED** is made on

20[ ]

**BETWEEN**

- (1) [Insert details of the Site Owner here] (*the Transferor*) whose registered office is situated at [ ]
- (2) [The Transferee] (*the Transferee*) of [address]; and
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF Hammersmith and Fulham (*the Council*) of Town Hall, King Street, London W6 9JU

**1 Recitals**

- 1.1 The Council is the local planning authority for the purposes of this Deed for the area within which the Property is situated and by whom the obligations in the Agreement are enforceable
- 1.2 The Transferor is the registered proprietor at HM Land Registry of the Property with title absolute under title number NGL181589
- 1.3 By a transfer of even date the Transferee is entitled to be registered at HM Land Registry with leasehold title absolute of the Property pursuant to an agreement for lease of the Property dated [ ] and made between the Transferor and the Transferee
- 1.4 The Transferor and the Transferee are required to enter into this Deed by the Council under the Agreement which imposes obligations as to the identity of potential owners and occupiers and limitations on the sale price of Discount Market Sale Units (as such units are defined in the Agreement)

**2 Definitions**

In this Deed, the following words shall have the following meanings:-

***Agreement***

means the Section 106 Agreement entered into by (1) Chase (Palace Wharf) Limited (2) Close Brothers Limited (3) Michael Jaffray De Hauteville Bell and Christopher Gurthrie Little (4) the Council dated 2015

***Availability Notice***



means a written notice from the Transferee served on the Council (marked for the attention of the Director of Community Services or such other officer as is nominated by the Council from time to time) indicating the Transferee's intention to dispose of the Property

***Council's Home Buy Unit***

means the organisation that is responsible for all low cost home ownership products in the London Borough of Hammersmith & Fulham or any successor organisation or any other body or organisation the Council delegates authority to or nominates

***Deed of Release***

means a deed in the form attached as the Second Schedule to this deed

***Determining Surveyor***

has the same meaning as set out in the Agreement

***Development***

means the development of the Site permitted by the planning permission granted pursuant to the planning application allocated statutory registration no: 2014/03775/FUL

***Discount Purchaser Nomination List***

has the same meaning as set out in the Agreement

***Disposal***

means

- (a) any freehold transfer of the Property or
- (b) the grant or transfer of any Lease or Tenancy of the Property or any part of it for a term in excess of 21 years

and "Dispose" "Disposee" and "Disposed" shall be construed accordingly

***Equity Payment***

means [ ]% of Open Market Value

***H & F Home Buy Register*** means a register compiled and managed by the Council's Home Buy Unit listing those people who have expressed an interest in purchasing intermediate housing

***Nominations Agreement***

has the same meaning as set out in the Agreement

***Open Market Value***

has the same meaning as set out in the Agreement

***Property***

means the property known as [full address of the unit] as shown edged red on the attached plan

***Relevant Discounted Sale Price***

means the sum as determined in the Agreement for the relevant Discount Market Sale Unit

***Transferee***

means [name of the purchaser of the unit] of [address] and their successors in title to the Property and where the context so admits the term "Transferee" shall include their mortgagee and their personal representatives

***Transferor***

means the Owner of the Property whose registered office is situated at [ ] and its successors in title

***Working Days***

means any day (other than a Saturday) on which banks are usually open for business in England & Wales

**3 Transferee's Covenants**

Subject to clause 8 hereof unless the Council expressly agrees in writing to the contrary the Transferee for itself and its successor in title to the Property and each and every part thereof HEREBY COVENANTS with the Transferor and the Council as follows:-

3.1 The Transferee shall not sublet the Property

- 3.2 The Transferee shall not enter into a contract to Dispose of the Property unless the Transferee shall have first served an Availability Notice on the Council in respect of the Property
- 3.3 In the event that
- 3.3.1 the Council requires the Transferee to do so not to Dispose of the Property until it has entered into a Deed of Release and covenanted to pay the Equity Payment to the Council upon legal completion of that disposal PROVIDED ALWAYS that in the event that the Council has not responded in writing to an Availability Notice within 15 Working Days after receipt of the same then it shall be deemed not to require the Transferee to enter into a Deed of Release
- 3.3.2 the Transferee executes a Deed of Release then the Council and the Transferor shall use reasonable endeavours to execute the Deed of Release within 15 Working Days after each of them receives the said Deed of Release and the Council and the Transferor will take all appropriate steps to remove the restriction referred to in Clause 4 below from the charges register of the Property
- 3.4 In the event that the Council does not require it to enter into a Deed of Release pursuant to Clause 3.3 of this Deed
- 3.4.1 the Transferee shall not Dispose of the Property otherwise than in accordance with the provisions of the Agreement and the Nominations Agreement; and
- 3.4.2 the total consideration payable upon a Disposal of the Property by a Transferee to a Disposee shall not exceed a sum equivalent to 100% of the Open Market Value of the Property less the Equity Payment as defined in this Deed; and
- 3.4.3 the Transferee shall not Dispose of the Property without first procuring that (in the case of a purchaser or lessee) such Disposee enters into a Further Deed of Covenant in the form of deed contained in the First Schedule to this Deed

#### **4 The Restriction**

- 4.1 The Transferor and the Transferee and the Council hereby apply to the Chief Land Registrar for the following Restriction to be entered in the Register of the title to the Property:-

"No disposition of the registered estate (other than a charge or a disposal by the proprietor of any registered charge over the Property pursuant to its legal power of sale) by the proprietor of the registered estate is to be registered without a certificate signed by the Transferor or his conveyancer and the Council that the provisions of a Deed dated [ ] 2013 between the (1) Owner of the Site, (2) the Transferor and (3) the Transferee; and (4) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham have been complied with"

4.2 The Council and the Transferor covenant to use reasonable endeavours to provide a signed certificate within 15 Working Days of being requested so to do

## **5 Release of the Transferee's covenants**

5.1 In the event that the Transferee wishes to have the covenants in Clause 3 above released then:-

5.1.1 the Transferee may apply at any time to the Council in writing to make the Equity Payment for the Property; and

5.1.2 in the event that the Council accepts the application (which is a matter wholly for the Council's discretion):-

(a) the Transferee making the application shall make the Equity Payment to the Council; and

(b) the Council and the Transferor shall release in writing the Transferee and any subsequent disposees from the covenants at Clause 3 above and the Council and the Transferor will take all appropriate steps to remove the restriction referred to in Clause 4 above from the charges register of the Property

5.2 The Transferee hereby agrees to meet the reasonable costs of the Council and the Transferor in releasing the Transferee from the covenants in Clause 3 of this Deed but in the event that the release is at the Council's request then all parties shall bear their own costs

## **6 Satisfaction of the requirements under the Agreement**

The Transferee is required to enter into this covenant by the Transferor and the Council in order to meet the requirements of paragraph 1.11 of Schedule 5 of the Agreement

**7 Severability**

If any term, condition or provision contained in this Deed shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Deed

**8 Mortgagees**

The terms of this Deed of Covenant will apply to and bind the Property and any mortgagee of any interest in the Property save to the following extent:

8.1 in the event that the Transferee defaults on any mortgage taken out to assist the purchase of the Property and the mortgagee needs to exercise its power of sale to realise its security on the Property, the mortgagee shall be free to dispose of the Property at its Open Market Value and such that any Disposee in such circumstances shall take free from the provisions of this Deed PROVIDED ALWAYS that:

8.1.1 the mortgagee shall pay from and account for the proceeds of sale of the Property in the following order of priority:

8.1.2 in settlement of the costs and expenses reasonably and properly incurred in connection with such sale;

8.1.3 in repayment of the original principal loan taken out by the Transferee with the mortgagee in order to purchase the Property and any accrued unpaid interest thereon;

8.1.4 in payment of any remaining unpaid amount (up to the whole of the Equity Payment) to the Council and

8.1.5 any balance (after settlement of all the above sums in full) to the Transferee; and

8.2 Any payment to be made to the Council in accordance with sub-clause 8.1.4 above shall be paid no later than 21 days after the date of completion of such sale of the Property with full details of the sale price loan value and Equity Payment.

**9. Notices**

Any notice required to be served under this Deed shall be sufficiently served on the Council if sent by registered post or delivered by hand to Town Hall, King Street , Hammersmith, London W6 9JU marked for the attention of the Head of Community Services and on the Transferee if sent by registered post or left for him at the Property addressed to him such notices shall be deemed to have been served if sent by registered post on the third working day after sending and if delivered by hand on the day of delivery

**THE FIRST SCHEDULE**  
**Further Deed of Covenant**

THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

BETWEEN :-

- (1) [the disposee] of [address] or whose registered office is at [address] ("the Covenantor")
- (2) [insert details of site owner current at the time] of [ address details] and The Mayor and Burgesses of the London Borough of Hammersmith and Fulham of Town Hall (together "the Covenantee")

NOW THIS DEED WITNESSES as follows:-

**1 RECITALS**

This deed is entered into pursuant to the obligations to do so contained in Clause 3.4.3 of a deed dated / \_\_\_\_\_ / and made between (1) xxxx (2) xxxx (3) xxxx and (4) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham ("the Deed")

**2 DEFINITIONS**

For the purposes of this Deed of Covenant a Deed of Release shall mean a deed in the form attached as the Appendix to this Deed

**3 COVENANTS**

The Covenantor jointly and severally covenants with each of the named parties herein as Covenantee as a separate covenant to each of them (and enforceable as such) that the Covenantor will at all times after the date of this deed or until a Deed of Release is given by the Disposee (having the same meaning as in the Deed) will observe and perform the covenants and obligations contained in Clause 3 of the Deed as if the Covenantor had been original Covenantor under such Clause

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of THE MAYOR )  
BURGESSES OF THE LONDON )  
BOROUGH OF HAMMERSMITH AND )  
FULHAM was hereunto affixed to this )  
deed in the presence of: )

Duly Authorised Signatory

Executed as a Deed by )  
[The Covenantor] )  
acting by: )

Executed as a Deed by )  
[THE COVENANTEE] )  
in the presence of: )



**THE SECOND SCHEDULE**

**Deed of Release**

**Dated**

**20[ ]**

**THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF HAMMERSMITH AND FULHAM**

**and**

**[OWNER OF THE SITE]**

**and**

**[THE TRANSFEREE]**

**THIS DEED** is dated 200[ ]

## **PARTIES**

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM of Town Hall, King Street, London W6 9JU (*the Council*)
- (2) [Owner of the Site] (Company Registration Number ) whose registered office is situated at the xx (*the Transferor*)
- (3) [THE TRANSFEREE] of [ ] (*the Transferee*)

## **AGREED TERMS**

### **1 Interpretation**

1.1 The definitions and rules of interpretation set out in this clause apply to this Deed.

#### **“Covenants”**

means the covenants contained in clause 3 of the Original Deed

#### **“Equity Payment”**

means [ ] % of Open Market Value

#### **“Original Deed”**

means the deed of covenant dated [ ] and made between (1) XXXXX Transferor (2) XXXXXXX and (3) The Council

#### **“Property”**

means the property known as [full address of the unit] and comprised in title number [insert title number]

#### **“Restriction”**

means the restriction contained in clause 4 of the Original Deed

- 1.2 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause or, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.3 Clause, schedule and paragraph headings do not affect the interpretation of this Deed.
- 1.4 Where the Council or the Transferor or the Transferee is for the time being two or more individuals the terms "Council" and "Transferor" and "Transferee" include the plural number and obligations expressed or implied to be made by or with such a party are deemed to be made by such individuals jointly and severally.
- 1.5 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.6 A reference to a "person" includes an individual, corporate or unincorporated body.

## **2 Release**

- 2.1 Where this Deed of Release is entered into pursuant to Clause 5.1 of the Original Deed then in consideration of the Equity Payment paid by the Transferee to the Council (receipt of which the Council acknowledges) the Council and the Transferor respectively release with full title guarantee the Property and each and every part of it from the Covenants to the intent that the Covenants are extinguished with effect from the date of this Deed
- 2.2 Where this Deed of Release is entered into pursuant to Clause 3.3 of the Original Deed the Council and the Transferor shall upon payment of the Equity Payment respectively release with full title guarantee the Property and each and every part of it from the Covenants to the intent that the Covenants are extinguished with effect from the date of this Deed

## **3 Cancellation of registrations**

The Council and the Transferor agree to within thirty (30) days of the date of this Deed apply to the Land Registry for cancellation of Entry [ ] of the Charges Register of the register of title of the Property and removal of the Restriction from Entry [ ] of the Charges Register of the register of title of the Property.

## **4 [Consent of Mortgagee**

The Mortgagee consents to the release of the Covenants and consents to the cancellation of the registrations referred to in clause 6.]

**5 Continuing effect**

5.1 Nothing in this Deed shall waive any breach by any party of its respective obligations contained in the Original Deed which may have occurred before the date of this Deed.

5.2 Except for the release contained in clause 2 the Original Deed shall remain in full force and effect.

**6 Contracts (Rights of Third Parties) Act 1999**

Any person who is not a party to this Deed may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of **THE MAYOR** )  
**BURGESSES OF THE LONDON** )  
**BOROUGH OF HAMMERSMITH AND** )  
**FULHAM** was hereunto affixed to this )  
deed in the presence of: )

Duly Authorised Signatory

THE COMMON SEAL of )  
 )  
 )  
was hereunto affixed to this )  
deed in the presence of: )

Director/Secretary

Director/Secretary

Executed as a Deed by )

[THE TRANSFEREE] )

in the presence of: )

Director / Secretary

Director / Secretary

## Appendix 6

### Wheelchair Units

Units A3, B3 and C1 as shown in Plan 5

Appendix 7  
Nominations Agreement



**APPENDIX 7**

Dated

**[SITE OWNER AT RELEVANT DATE]**

**- and -**

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HAMMERSMITH & FULHAM**

---

**NOMINATION AGREEMENT**  
**in respect of Discounted Market Sale Units**

---

## AGREEMENT

**DATED**

**20[ ]**

### **PARTIES**

- (1) The Owner – [site owner at the time of the agreement] of [address details] ]
- (2) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham of Town Hall, King Street, Hammersmith, London W6 9JU (“the Council” which expression where the context so admits include its successors in title and assigns)

### **RECITALS**

- (A) The Council, entered into an Agreement under Section 106 of the Town and Country Planning Act 1990 dated 2015 (“S106 Agreement”) to facilitate and enable the provision of affordable housing on that land known as (“the Site ”) together with vehicular access and landscaping (“the Development”).
- (B) The Development has commenced.
- (C) The Owner and the Council have agreed that the Units described in clause 1.13 which are constructed on the Land are to be sold under Discount Market Sale Leases to persons falling within priority groups whose needs and resources meet certain agreed criteria.
- (D) The Owner and the Council have agreed that the unsold equity in the Units described in clause 1.13 shall be covenanted to the Council in perpetuity. The Council has the option of retaining the equity or, on application by the owner-occupier, can sell the equity to the occupier at the prevailing market value

### **IT IS AGREED AS FOLLOWS:**

#### **1 DEFINITIONS AND INTERPRETATION**

##### **1.1 “Accommodation Suitability Criteria”**

means the accommodation suitability criteria set out in Schedule 1;

**1.2 “Day”**

means a working day excluding Saturdays Sundays Bank Holidays, Council and Owner special holidays

**1.3 “Discount Market Sale Unit”**

A dwelling that is sold at a price which is discounted from the market value and with a restriction on the price at which it can be purchased.

**1.4 “Discount Market Sale Lease”**

means a lease drawn up for a discount market sale property and which has been approved by the Council such approval not to be unreasonably withheld or delayed

**1.5 “H&F Home Buy”**

means the organisation set up by the Council or any successor organisation, and is responsible for all low cost home ownership products in the area of the London Borough of Hammersmith & Fulham on behalf of the Council.

**1.6 “Homes and Communities Agency”**

means the Homes and Communities Agency of Palestra, 197 Blackfriars Road, London SE1 8AA or its statutory successor;

**1.7 “Minimum Selection Criteria”**

means the minimum selection criteria set out in Schedule 1;

**1.8 “Nominee”**

means a proposed purchaser of a Unit who has been accepted by the Council as a nominee in accordance with the nomination procedure set out in Appendices 1-4;

**1.9 “Resale”**

means any sale other than the first sale of any Discount Market Sale Unit where the Owner does not own 100% of the equity of that Discount Market Sale Unit

**1.10 “Relevant Discounted Sale Price**

means the sale price of each Discount Market Sale unit as defined in the S106 Agreement

1.11 **“Schedule 1 “**

means the schedule marked Schedule 1 annexed to this Agreement

1.12 **“Discounted Market Sale Unit”**

means a Unit to be disposed of by way of a Discounted Market Sale Lease which are shown for identification purposes only on Plan 4 annexed to the S106 Agreement.

1.13 **“Unit”**

means one of the Units constructed in the Development which is allocated for sale under a Discount Market Sale Lease pursuant to the terms of this Agreement comprising:

2 x 2 bedroom flats; and

4x 1 bedroom flats

1.14 **“Practical Completion”**

has the meaning given in the S106 Agreement

1.15 **“S106 Agreement”**

means the Agreement made between the Council (1) (2) (3) [ ] 2015

1.16 **“Site”**

has the meaning given in the S106 Agreement.

Any definitions defined in this Agreement shall have the same meaning as those contained in the S.106 Agreement.

**2 CO-OPERATION**

In entering into this Agreement the parties agree to:

2.1 co-operate and at all times to act in good faith towards each other; and

2.2 do all acts matters deeds or things reasonably required by the other party to better facilitate the disposal of any particular Unit

### 3 MARKETING

- 3.1 The Owner will agree a marketing plan with the Council 6 months prior to Practical Completion.
- 3.2 The Owner will give the Council six months prior written notice to be served on the Head of H&F Home Buy of the date on which it anticipates that Practical Completion will take place in respect of any Discount Market Sale Unit. The standard Property Detail pro-forma (see Appendix 4) should be used, one for each type of unit with the same bedroom size, income band and floor level and giving the Open Market Value for each Discount Market Sale Unit.
- 3.3 In the event that the Council disputes the Open Market Value of any Discount Market Sale Unit as stated in a notice served pursuant to Clause of the S106 Agreement it shall notify this to the Owner in writing within fifteen Working Days.
- (a) the Owner and the Council shall endeavour to agree the Open Market Value of the said unit within fifteen Working Days; but if this does not happen then
  - (b) A Determining Surveyor shall be appointed within ten Working Days after notification of such dispute and be required to provide an assessment of the Open Market Value of the said unit within ten Working Days after appointment and both Parties shall (save in the case of manifest error) accept the Determining Surveyor's assessment of Open Market Value as binding

PROVIDED ALWAYS that in the event that the Council does not dispute the Open Market Value stated by the Owner within twenty Working Days after it receives a notice pursuant to paragraph 1.5 of schedule 5 to the S106 Agreement then the Council shall be deemed to have accepted the Open Market Value as stated in the notice.

- 3.4 H&F Home Buy will invite qualifying applicants to apply to be considered for the new development on the site and will notify the applicants of a deadline for responses to be received. The invitation is to include reference to the need to meet the eligibility criteria, including the income bands . The invitation to applicants will be issued no later than 7 Working Days after the Open Market Values have been agreed or a later date if agreed by both the Council and H&F Home Buy on the Council's behalf and the Owner. For details of the process to follow, including pro-formas see Appendices 1-4
- 3.5 The Owner will use reasonable endeavours to sell the Discount Market Sale Unit for sale at the Relevant Discounted Sale Price to persons on the Discount Purchaser Nomination List PROVIDED ALWAYS that:-

- (a) if after ten weeks following Practical Completion of that Discount Market Sale Unit, contracts have not been exchanged for the sale and purchase of that Discount Market Sale Unit between the Owner and a nominee from the Discount Purchaser Nomination List; or
- (b) if H&F Home Buy confirm that there are no suitable nominees on the H&F Home Buy register; or
- (c) the Council do not provide details of any nominees within ten weeks of a receipt request for details from the Owner; then

the Owner shall be free to sell the Discount Market Sale Units to employed persons in the London Borough of Hammersmith & Fulham who satisfy the Discount Market Sale Purchaser Financial Criterion; and then afterwards to employed persons who satisfy the Discount Market Sale Purchaser Financial Criterion in London with a maximum household income set by the Regional Housing Board at the time of notification of the availability of the units by the Owner to the Council.

#### 4 SELECTION OF NOMINEES

- 4.1 The Owner agrees that on the first sale nominees should fulfil the Discount Market Sale Purchaser Financial Criterion as defined in the S106 Agreement and that on resales nominees should have an annual income of between £19,000 and the maximum set by the Regional Housing Board at the time of notification of the availability of the Discount Market Sale Units by the Owner pursuant to clause 3.2 of this Agreement to H&F Home Buy and that preference will subject to Affordability (as referred to in Clause 4.3) be given to those on lower incomes within this income range. The minimum income criteria can be disregarded in cases where H&F Home Buy is able to make a nomination of a household with sufficient capital to enable a lower income to be used e.g. a pensioner with savings (see Schedule 1)
- 4.1.1 The Relevant Discounted Sale Price for each Unit shall be as defined in the Section 106 Agreement
- 4.3 Affordability will be based on no more than 40% of net income being spent on household costs (i.e. mortgage costs and service charges). Net income will be 70% of gross income.
- 4.4 The Owner agrees to follow the Council's priorities for Rehousing as laid out in Appendix 1 PROVIDED THAT where the proviso to clause 3.5 applies the Owner shall follow the priorities (as laid out in Appendix 1) to the extent they are not inconsistent with a sale to persons employed outside the London Borough of Hammersmith & Fulham

## **5 NOMINATION LISTS**

Throughout the course of the development programme for the development of the Site and the marketing of the Units for sale, the Owner and the Council shall respectively observe and comply with the procedures and requirements set out in Appendices 1-4 relating to the approval of Nominees by the Council

## **6 RESALES**

6.1 In the event that a Discount Market Sale leaseholder wishes to move and sell his/her lease of the Discount Market Sale Unit, he/she will be obliged to sell it to a Council Nominee from the H&F Home Buy Register. He/she will be obliged to notify the Council, or its agent (H&F Home Buy) that they wish to sell and must provide a valuation of their current share of the equity from a RICS accredited valuer. The Council may nominate persons who satisfy the Minimum Selection Criteria and Accommodation Suitability Criteria for a Resale and who the Council is satisfied can afford to buy a Discount Market Sale Lease at the Relevant Discounted Market Price and satisfies the Minimum Selection Criteria and Accommodation Suitability Criteria. The criteria for resales and the minimum earning requirement will vary depending on the value of the Discount Market Sale unit being sold by the leaseholder

6.3 The Council will procure that H&F Home Buy undertake to invite qualifying applicants to register their interest in the Discount Market Sale Unit

## **7. PURCHASING ADDITIONAL EQUITY**

7.1 The Discount Market Sale Unit leaseholder can at anytime after the first 12 months of occupation approach the Council and request to be allowed to purchase some or all of the Council's covenanted equity. It is totally at the Council's discretion as to whether it chooses to retain the equity or sell it.

7.2 The lessee should write to H&F Home Buy requesting to purchase the covenanted percentage, or part thereof, with a valuation of the current Open Market Value from a RICS accredited valuer.

7.3 H&F Home Buy carry out their own valuation of the property to agree the Open Market Value and thereby establish the value of the Council's retained equity. The Council is required to respond to the request to purchase within 15 Working Days unless there is a dispute about valuation.

7.4 If the Council dispute the valuation then both parties have 10 Working Days to come to an agreement. If it remains in dispute a determining surveyor will be appointed within 10 Working

Days and within a further 10 Working Days will provide a binding valuation which both sides must accept.

7.5 The Council notifies the potential purchaser of its decision to sell or retain its covenanted equity.

7.6 If the sale is agreed then formal conveyancing takes place and on completion of the sale a further Deed of Covenant will be entered into by the parties unless the lessee has purchased 100% of the Council's covenanted equity in which case the Deed of Covenant can be lifted.

## **8. EXCLUSIONS**

8.1 The obligations in this Agreement shall not be binding on any mortgagee of the Owner in respect of the said Land or any part of the said Land when exercising a power of sale or upon any receiver appointed by such mortgagee over the same or a person who is a successor in title to or derives title through or under any such mortgagee or receiver appointed by such mortgagee with the intent that such mortgagee receiver or successor in title shall be entitled to sell, let ,charge or otherwise deal with the said Land or the relevant part of the said land free from the provisions of this Agreement

## **9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law



**SCHEDULE 1**  
**Nominations Procedure**  
**See also appendices 1-4**

**MINIMUM SELECTION CRITERIA**

Both the following must be met:

- The applicant's income or financial situation should be appropriate for the interest in the Unit proposed to be purchased and
- The applicant is purchasing an equitable interest in residential property for the first time. If the applicant is a previous home owner but does not have the means to purchase suitable accommodation in the borough they are still able to purchase a property via the Intermediate route. An applicant with substantial equity shall be considered if the social circumstances justify it or the applicant's existing home is subject to a compulsory purchase order or threat of a compulsory purchase order promoted by the Council

**ACCOMMODATION SUITABILITY CRITERIA**

The criteria to be applied, so far as is practicable, in matching the household of the applicant for a Discount Market Sale Lease with the Unit available is:

- 1) Couples & single parents with one or more children will be offered accommodation which provides one bedroom for the parent(s) and one bedroom for each child and in circumstances where there is no suitable applicant for three or four bedroom accommodation they may be offered an additional bedroom. If in line with the Council's allocation policy for social rented properties children may be able to share bedrooms.
- 2) Couples and single parents with one or more children will have priority over applicant(s) without children in respect of two bedroom accommodation.
- 3) Where the nominee is a social housing tenant and will be leaving a larger property they will be allowed and given priority for an additional bedroom above their assessed housing need , so long as there is still a net gain to social housing of at least one bedroom ( i.e. if a pensioner couple leave a 4 bed council or housing association flat they would be entitled to a 2 bed shared ownership property).

## Appendix 1

How does the Council decide who should be shortlisted for a Discount Market Sale property?

When a Discount Market Sale property becomes available we alert all the people registered with H&F Home Buy via email. Once the property has been viewed and deposits lodged by those people who are seriously interested in moving to the property the council are sent a list of these people by the Developer or their agents from which we create a prioritised shortlist.

Because more people express an interest in low cost home ownership than we have available properties the Council has to prioritise which people will be given the opportunity to purchase.

The Council has followed government and local priorities when deciding who will be prioritised for Discount Market Sale properties.

Priority is given in the order listed below:

- P1** Social housing tenants (secure council & assured housing association tenants) who live within the boundaries of LB Hammersmith and Fulham (LBHF). Where a Unit has been allocated to a Council/RP tenant living in LBHF, the resultant void must be used in accordance with nomination agreements for social rented properties.
- P2** Serving MoD Personnel
- P3** Applicants to whom the LBHF have accepted a duty to provide accommodation under the homelessness legislation. Includes those people placed in temporary accommodation.
- P4** Applicants who have a recognised disability. For more information please contact a Customer Relations Advisor on 020 8753 6464.
- P5.1** Key Workers as defined by LBH&F Allocations Policy
- P5.2** Applicants who are registered on the council's housing register for socially rented accommodation, or who have submitted an application which is under assessment. Where all circumstances are equal, *Prioritisation within this band will follow the LBH&F's allocation policy.*
- P6** Applicants who live or work in Hammersmith & Fulham and who do not fall into any other priority category.

**R** Applicants with incomes over the maximum for London set by the Regional Housing Board. These applicants may only register at the discretion of the Service Manager and are only eligible for resale properties where the required income is over the maximum set by the Regional Housing Board.

Within each category we prioritise those people who have the lowest incomes needed to purchase the property above those with higher incomes unless there is a clear need for the number of bedrooms.

## Appendix 2

The nomination process for a new development.

(See Appendix 3 for flowchart)

- 2.1 The Owner will contact H&F Home Buy 6 months prior to completion date with details of properties which have been allocated to Discount Market Sales nominees. The standard Property Detail pro-forma (see Appendix 4) should be used, one for each set of flats with the same open market value, bedroom size, income band floor level, value and % equity to be sold.
- 2.2 H&F Home Buy to invite qualifying applicants to apply to be considered for new development and to notify the applicants of a deadline for responses to be received, along with eligibility criteria (including income bands) & contact details for the Owner. The invitation to applicants will be issued no later than 7 Working Days after the open market values have been agreed, or a later date if agreed by both H&F Home Buy and RP.
- 2.3 Qualifying applicant(s) are invited to view property by the Owner and further financial appraisal is to be undertaken of those people who registered a firm interest in the property by paying a deposit. H&F Home Buy will then be sent a list of these people by the Owner. H&F Home Buy will order the list in accordance with Council priorities & return it to the Owner within a deadline to be set depending on the size of the scheme. For this development the deadline will be as following: a minimum of 4 working days and a maximum of 7 Working Days.

### **List sent to H&F Home Buy by the Owner**

- Full name of applicant
- Their Job Title
- Complete address
- Telephone number
- The income amount told them by the customer
- The savings amount told them by the customer
- Details of any outstanding debts or financial obligations
- Unit to be purchased, equity share and price

### **From H&F Home Buy to Owner**

- H&F Home Buy registration number
- Prioritised position
- Full name
- Full address
- Whether they are a keyworker

- Whether they are a social housing tenant
- Income amount stated on the application
- Savings amount stated on the application
- Debt amount stated on the application
- Permanently employed Y/N
- Number of people stated on the application and household composition
- Telephone number
- Email address

Note: The Owner must send the list of interested people who have viewed the property to the general H&F Home Buy email box at [h&fhome-buy@lbhf.gov.uk](mailto:h&fhome-buy@lbhf.gov.uk), and not to individual officers.

- 2.4 The Owner uses the prioritised shortlist to contact the interested parties in the prioritised order, arrange interviews if they are required, and then offer the property(ies) .
- 2.5 H&F Home Buy are to be informed on the progress of nominees purchasing property by the Owner. The Owner will, having taken into account the Council's priorities as set out in Appendix 1, by notice in writing, offer the lease of a Unit to the potential discount market sale purchaser and such person shall have three days from the date of receipt of the Notice in which to accept such offer in writing.
- 2.6 The Owner must advise the Council on completion dates for successful applicants. Where successful applicants are Council or Housing Association tenants, the Owner should advise the applicant that they should sign a Tenancy Termination Form & that the applicant should check that the rent is up to date on the property they are vacating.
- A) Owner will on exchange of contracts, inform H&F Home Buy forthwith in writing with the details of the estimated and confirmed completion date .
- B) Should the property vacated be in the ownership of the Council or a Housing Association operating in LBHF H&F Home Buy will:
- a) for a Council property ensure that the relevant area housing office is informed of the completion date and the proposed date of vacation of the property
  - b) for property owned by a Housing Association update their nominations records
  - c) arrange for the Nominees name to be removed from the Council's Housing Register
  - d) For property owned by a Housing Association ensure that the Council is able to

make a nomination to the resultant void

3. At the end of completion of all Units within the scheme, the Owner will send the H&F Home Buy Service Manager a summary list of all applicants and details of the Units bought by them

### Appendix 3

#### Discount Market Sale Nominations Process

Property details sent from Owner to H&F Home Buy  
6 months prior to practical completion date



H&F Home Buy invites nominees via email alerts to apply for specific development with deadline for response to the Owner



The Owner arranges viewings



After viewings the Owner contacts H&F Home Buy with list of interested applicants who have paid deposit & have had further financial assessment carried out (see note on contacting at 2.3)



H&F Home Buy prioritise list and return it to the Owner within 4-7 working days



Top shortlisted applicant is made formal offer, if s/he does not accept in writing within 3 working days the owner passes on to the next person on the shortlist



The Owner passes result to H&F Home Buy so that register can be updated

#### Appendix 4

Cover sheet, property information and completion sheets for Nomination requests for Discount Market Sales:



#### Request for Discount Market Sale nominations

Thank you for requesting nominations for your Discount Market Sale development.

In order for H&F Home Buy to market your properties effectively to our clients you should:

1. Complete the pro forma sheet attached and send any relevant information regarding the development. Floor plans should be included
2. Attend a meeting with a member of the team to discuss the scheme and arrange a date to view the development.
3. Advise H&F Home Buy of any marketing you will be conducting in-house
4. Send to H&F Home Buy a list of any interested parties you have already logged who have shown an interest in your development
5. Provide full pricing information on each unit for sale
6. Provide your affordability percentage calculator

Email this information to - [h&fHome-Buy@lbhf.gov.uk](mailto:h&fHome-Buy@lbhf.gov.uk)

<b>H&amp;F Home Buy</b>	<b>To be completed and sent back no less than 6 months prior to completion</b>
<b>Discount Market Sale-Marketing Pro forma</b>	
<b>Development marketing name</b>	
<b>Block name and address</b>	
<b>Sales Manager</b>	
<b>Contact details</b>	
<b>Line Manager</b>	
<b>Contact details</b>	
<b>Details for clients to contact Owner</b>	
<b>Date handover expected</b>	
<b>Key worker properties</b>	
<b>Full open market value 1 bed</b>	
<b>Full open market value 2 bed</b>	
<b>Full open market value 3 bed</b>	
<b>OMV-maximum price 1 bed % discount</b>	



OMV – maximum price 2 bed % discount	
OMV-maximum price 3 bed: % discount	
Estimated service charge	
Parking available	
In house marketing that will be carried out	
Floor plans enclosed	
Viewing dates	
List of interested clients enclosed	
Affordability calculator enclosed	

IN WITNESS whereof the Owner and the Developer has set its hand to this deed and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

The COMMON SEAL of )  
 THE COUNCIL OF )  
 THE LONDON BOROUGH OF )  
 HAMMERSMITH & FULHAM is )

hereunto affixed in the presence of: )

Authorised Officer

Executed as a deed by .....  
Director

in the presence of:

a director and

a director OR its secretary

Director OR Secretary

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of THE MAYOR )  
BURGESSES OF THE LONDON )  
BOROUGH OF HAMMERSMITH AND )  
FULHAM was hereunto affixed to this )

deed in the presence of:

)

Duly Authorised Signatory

Executed as a deed by

[OWNER AT THE TIME]

)

in the presence of:

)

Director/Secretary

Director/Secretary

Executed as a Deed by

[THE TRANSFEREE]

)

in the presence of:

)

)

Director / Secretary

Director / Secretary

THE COMMON SEAL OF THE MAYOR AND  
BURGESSES OF THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM was affixed in  
the presence of:

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED BY in the presence of:

*Signature:*

Director

*Signature:*

Director/Secretary

EXECUTED AS A DEED BY in the presence of:

*Signature:*

Director

*Signature:*

Director/Secretary

IN WITNESS of which the parties have executed but not delivered this Deed until the date first shown above.

THE COMMON SEAL OF THE COUNCIL OF )  
THE LONDON BOROUGH OF HAMMERSMITH )  
AND FULHAM was affixed )  
in the presence of: )



*Neil W...*

The Officer duly authorised on behalf of the Council



SIGNED as a DEED by )  
**Chase (Palace Wharf) Limited** )  
Acting by a Director )

Director Signature:

*[Handwritten Signature]*

Director Name:

ANTHONY CAREY

In the presence of:

Witness Signature: *[Handwritten Signature]*

Witness Name: HELENA THOMPSON

Address: 24 CUREMONT, CHESTNUT,

HERTS EN7 3QR

Occupation: OFFICE ADMINISTRATOR

EXECUTED by CLOSE BROTHERS LIMITED as a Deed pursuant to a Power of Attorney dated 19<sup>th</sup> December 2014 (filed at Land Registry Head Office under reference 115/136/169)

*J Kime* Jane Kime  
Authorised Signatory

*[Signature]*  
Authorised Signatory

*EDMUND SELVA*

*[Signature]*  
Witnessed by  
Naomi Errity

*[Signature]*  
Witnessed by  
Naomi Errity

SIGNED as a DEED by  
Michael Jaffray De  
Hauteville Bell  
In the presence of: )  
)  
)  
)

*M. J de Bell*

Witness Signature: *[Signature]*

Witness Name: PAUL MATTHEW CAREY

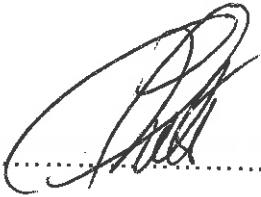
Address: 25 BELLAMY ROAD

CESHUNT, HERTS, EN11 9JT

Occupation: HACKNEY CARRIAGE DRIVER.

SIGNED as a DEED by  
**Christopher Guthrie Little**  
In the presence of:

)  
)  
)



.....

Witness Signature: RH Miller

Witness Name: RUSSELL HENRY MILLER

Address: 105 CHURCHERY LANE  
ENFIELD EN1 3HQ.

Occupation: LONDON TAXI DRIVER





Dated 5<sup>th</sup> March

2015

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM

AND

CHASE (PALACE WHARF) LIMITED  
CLOSE BROTHERS LIMITED and  
MICHAEL JAFFRAY DE HAUTEVILLE BELL and  
CHRISTOPHER GUTHRIE LITTLE

---

**AGREEMENT**

Relating to the development of Palace Wharf,  
Rainville Road, London, W6 9HN

---

Tasnim Shawkat  
Director of Law  
Town Hall King Street  
Hammersmith  
London W6 9JU

Ref: AER/30094489