

Town Planning

Ref. No. 4/0496/87

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Other

Ref. No.

THE DISTRICT COUNCIL OF **BACORUM**

IN THE COUNTY OF HERTFORD

To City Marchant Developers Ltd and
Abacus Developments LtdThe Bernard Engle Partnership
171-173 Grays Inn Road
London
WC1X 8UE

Shopping Centre, including multi storey Car Parking...
and new Road Construction
at Wolsey Road/Selden Hill/King Harry Street/
Marlowes, Hemel Hempstead

Brief
description
and location
of proposed
development.

In pursuance of their powers under the above-mentioned Acts and the Orders and Regulations for the time being in force thereunder, the Council hereby permit the development proposed by you in your application dated **1 April 1987** and received with sufficient particulars on **1 April 1987** and amended on **20 April 1987** and shown on the plan(s) accompanying such application; subject to the following conditions:-

- (1) The development to which this permission relates shall be begun within a period of **5** years commencing on the date of this notice.
- (2) (a) Before the commencement of development the details specified hereunder shall be submitted to and approved by the local planning authority:-
 - (i) plans and elevations to a scale of 1/200 or greater of all parts of the development
 - (ii) the proposals for severance, alterations, etc, of existing sewers and for the discharge of all sewage, drainage and trade effluent
 - (iii) measures for the avoidance of pollution and for the disposal of surface water
 - (iv) details of enclosure of proposed electricity sub-stations
 - (v) details of waste disposal facilities to include the provision of compacter units.

The reasons for the Council's decision to grant permission for the development subject to the above conditions are:—

- (1) To comply with the requirements of Section 41 of the Town & Country Planning Act, 1971.
- (2) To ensure proper development of the site and in the interests of amenity.
- (3) To maintain and enhance visual amenity.
- (4) To maintain and enhance visual amenity.
- (5) In the interests of highways safety.
- (6) In the interests of highways safety.
- (7) In the interests of public amenity.
- (8) In the interests of public amenity.
- (9) To ensure proper development of the site and in the interests of amenity.
- (10) To ensure proper development of the site and in the interests of amenity.
- (11) To ensure proper development of the site and in the interests of amenity.
- (12) To ensure that reasonable facilities are made available to record archaeological evidence.
- (13) To enable the local planning authority to maintain control of this aspect of the development.
- (14) In the interests of highways safety.
- (15) In the interests of highways safety.
- (16) In the interests of highways safety.

Dated..... day of..... 19.....

Signed.....

Designation.....

NOTE

(1) If the applicant wishes to have an explanation of the reasons for this decision it will be given on request and a meeting arranged if necessary.

(2) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment, in accordance with section 36 of the Town and Country Planning Act 1971, within six months of receipt of this notice. Appeals must be made on a form which is obtainable from the Secretary of State for the Environment, Marsham Street, London, S.W.1. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.

(3) If permission to develop land is refused, or 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 has been or would be permitted, he may serve on the Common Council, or on the Council of the county borough, London borough or county district in which the land is situated, as the case may be, a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act 1971.

(4) 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 169 of the Town and Country Planning Act 1971.

Conditions Continued....

- (b) During the progress of the development and at the appropriate times, from time to time, the details specified hereunder shall be submitted to and approved by the local planning authority,
- (i) samples of the finishing materials of all parts of the development
 - (ii) the hard surfaces of the development including access roads and all associated footpaths
 - (iii) the proposals for the entry/exit arrangements including details of facilities catering for the needs of the disabled
 - (iv) details of sound insulation work required to reduce emissions from any heating, refrigeration or ventilation plant or compactor units
 - (v) details of the sound insulation material to enclose any fixed plant, including ventilation and refrigeration plant, in accordance with a scheme to be agreed in writing with the local planning authority, which material shall then be fixed as so agreed
 - (vi) An adequate signage system within the car parks and controls relating thereto.
- LOCAL PLANNING OFFICE
3. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include details of numbers, species and proposed planting location of all new trees, shrubs and hedgerows.
 4. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation, and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year.
 5. The servicing facilities shown on drawings Nos. 954/22/1 hereby approved shall be used solely for the standing and manoeuvring of vehicles delivering to or collecting from the development and for no other purposes.
 6. The areas marked on the approved drawings as 'service bay' shall not be used for any purposes other than the loading and unloading of goods vehicles and no storage of goods or refuse shall take place within the areas other than in the case of refuse, storage in containers or compactors within the buildings. The type and location of such containers or compactors to be agreed with the local planning authority.

7. No piling shall take place on the site except in accordance with details which shall have been submitted to and approved by the local planning authority and such details as are submitted pursuant to this condition shall include professional reports reasonable to satisfy the local planning authority that the piling proposals will have no adverse effect on water resources in the area or the structural conditions of buildings adjacent to the application site.
8. During construction of the development no driven piling shall be undertaken between the hours of 6.00pm and 7.30am on Mondays to Fridays, and at no time whatsoever on Saturdays, Sundays and Bank Holidays. The approval of the planning authority shall be obtained to the method of piling to be adopted to ensure the minimum disturbance to adjoining occupiers.
9. Before the commencement of the development hereby permitted, details of noise insulation measures between the development and adjoining residential properties shall be submitted to and approved by the local planning authority.
10. Prior to the installation of any odour emitting ventilation system within the development, full details of extraction, filtration and de-odourisation equipment and points of discharge shall be submitted to and agreed by the local planning authority.
11. Before any ventilation or air conditioning plant or equipment is installed on the premises, details of measures to prevent airborne transmission of toxic or pathogenic agents shall be submitted to and approved by the local planning authority.
12. Advance notice of the start of site clearance and the excavation of ground works shall be given to the local planning authority and access allowed at all reasonable times to any persons(s) nominated by that authority to observe the works and record any archaeological material that may be exposed.
13. No barriers, gates or ticket machines shall be provided at the entrances to and exits from the car park without the prior approval of the local planning authority.
14. Automatic vehicle counters shall be provided at the entrances and exits of the car park and these shall be linked to signs which are to be provided at the entrances to the car park to indicate when the car park is full.
15. No development or excavation (other than the placement of piles and associated site clearance work) shall be commenced until all statutory approvals to the stopping up of King Harry Street (between Selden Hill and its junction with the proposed extension of Wolsey Road), Tudor Hill and Albion Hill (between King Harry Street and Wolsey Road) as public highways have been obtained.

Conditions /Cont'd

16. No part of King Harry Street shall be closed to traffic otherwise than under the authority of a Traffic Regulation Order made by the local planning authority, until the extension of Wolsey Road to King Harry Street has been completed to the satisfaction of the highway authority and opened to traffic.

Dated 9th day of September 19 87

Signed 

Designation CHIEF PLANNING OFFICER

DATED

9th September

1987

HERTFORDSHIRE COUNTY COUNCIL

DACORUM BOROUGH COUNCIL

THE COMMISSION FOR THE NEW TOWNS and

CITY MERCHANT DEVELOPERS LIMITED and
ABACUS DEVELOPMENTS LIMITED

A G R E E M E N T

under the Town and Country Planning Act 1971, section 52, the Local Government Act 1972, section 111, the Local Government (Miscellaneous Provisions) Act 1982 section 33 and the Highways Act 1980, various sections, relating to the Marlowes Centre, Hemel Hempstead, Hertfordshire.

Sureties to be joined subsequently for both local authorities.

Linklaters & Paines (ref: TMQ)
Barrington House
59-67 Gresham Street
LONDON
EC2V 7JA

Solicitors to City Merchant Developers Limited and
Abacus Developments Limited.

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THIS AGREEMENT is made

Ninth September 1987

BETWEEN :

- (1) HERTFORDSHIRE COUNTY COUNCIL whose address is County Hall, Hertford SG13 8DE ("the County Council")
- (2) DACORUM BOROUGH COUNCIL whose address is the Civic Centre, Marlowes, Hemel Hempstead HP1 1HH ("the Borough Council")
- (3) THE COMMISSION FOR THE NEW TOWNS whose address is Glen House Stag Place Victoria London SW1E 5AS ("the Commission") and
- (4) CITY MERCHANT DEVELOPERS LIMITED whose registered office is at 70 Fleet Street, London EC4Y 1EU and ABACUS DEVELOPMENTS LIMITED whose registered office is at 199 Piccadilly, London W1V 9LE ("the Companies")

WHEREAS:

(1) Highway Authority

The County Council is the highway authority for all highways in the County of Hertford under the Highways Act 1980, section 1 (excepted as provided by the section but not material to this Agreement).

(2) Local Planning Authority

The Borough Council is the local planning authority under the Town and Country Planning Act 1971 section 1 for the Borough of Dacorum and is the agent for the County Council for various highways within the Borough of Dacorum.

(3) The Commission's interest

The Commission is seised for an estate in fee simple in the land described in Schedule 1 ("the Site") subject as mentioned below.

(4) The Companies' interest

By an Agreement in writing dated 27th April 1987 made between (1) the Commission and (2) the Companies the Commission agreed to grant to the Companies which agreed to accept on the happening of the events specified a Lease for the term of 125 years commencing on the date of grant of the Lease in respect of the site subject to the various estates and interests specified.

(5) The Scheme and the planning application

By an application in writing dated 24 March 1987 made by the Companies to the Borough Council as such local planning authority (reference: 4/0496/87) the Companies applied for planning permission to carry out the following development namely:

"Shopping centre including multi-storey car parking and new road construction" ("the Scheme").

(6) The intended planning permission

Subject to the matters described below the Borough Council as such local planning authority are satisfied that they may properly grant planning permission for the Scheme subject to conditions as mentioned below.

(7) Highways

To facilitate the Scheme and as part of it the Companies have agreed to carry out certain alterations to highways including

the construction of a new section of highway with supporting structures and the closures and diversion of highways as described below and the County Council as such highway authority have approved those proposals subject as mentioned in respect of the construction of the new section of highway with its supporting structures and installation of traffic signals at the junctions of Moor End Road and Combe Street with Leighton Buzzard Road and the Borough Council as the agent authority of the County Council as such highway authority have approved the remainder of the proposals for highways.

(8) Further requirements

As further required by the Borough Council as such local planning authority the Companies have agreed to implement or pay for (or both) the matters described below subject to the provisions of this Agreement.

(9) Statutory powers

The parties have therefore agreed to enter into this Agreement pursuant to the Planning Act section 52, the Local Government Act 1972 section 111, the Local Government (Miscellaneous Provisions) Act 1982, section 33 (insofar as appropriate to this Agreement), the Highways Act 1980 various sections and all other enabling powers statutory or otherwise.

(10) Sureties

The Companies have agreed with the County Council and the Borough Council that the Companies shall procure that Sureties shall subsequently be joined to this Agreement by a Supplemental Agreement in manner set out below.

WHEREBY IT IS AGREED as follows:

1. Statutory Powers

This Agreement is made between the Borough Council the Commission and the Companies under the Planning Act section 52 and the Local Government (Miscellaneous Provisions) Act 1982 section 33 (insofar as appropriate to the Agreement) and between the County Council and the Borough Council as such agent authority for the County Council on the one hand and the Commission and the Companies on the other hand under the Highways Act 1980 various sections as specified below and as to all parties under the Local Government Act 1972 section 111 and all other enabling powers statutory or otherwise.

2. Planning permission

On the execution of this Agreement the Borough Council intends forthwith to grant planning permission for the Scheme subject to the conditions stated in Schedule 3.

3. Conditions precedent

All the obligations of the Companies under this Agreement namely by clauses 4 to 23 are subject to:

(1) the implementation of the Scheme by the Companies;
and

(2) the Borough Council's granting the intended planning permission subject only to the conditions above;

so that if either of such conditions be not fulfilled before 30 September 1988 this Agreement shall be void and shall be deemed never to have had effect.

PROVIDED ALWAYS that if such conditions or either of them be fulfilled after 30 September 1988 the planning permission referred to in sub-clause 3(2) hereof shall only be implemented in accordance with the provisions of this Agreement.

4. Covenants on the part of the Companies

The Companies for themselves and their successors in title hereby covenant with the County Council and the Borough Council as follows:

(a) That they shall carry out at their own expense the works described in Schedule 2 hereto as shown in principle on the plan together with such ancillary works as may be required by the County Surveyor (hereinafter called "the Surveyor" which expression shall be deemed to include the servants agents and licensees of the Surveyor wherever it appears in this Agreement) of the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers' equipment;

(b) That the works shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and there shall be no interruption to the two-way flow of traffic on the Leighton Buzzard Road and the St. Albans Road Hemel Hempstead before 9.00am or after 4.30pm on any day;

- (c) That they shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the works and shall relocate all street furniture affected by the works to the satisfaction of the Surveyor;
- (d) That they shall accept the supervision of the Surveyor and shall carry out the works in accordance with the detailed contract drawings to be prepared by the Companies and approved by the Surveyor and based on the plan and to a standard of workmanship and quality of materials approved by the Surveyor;
- (e) That with regard to highway structures the detailed contract drawings shall be prepared by the Companies and approved by the Surveyor's Bridge Office in accordance with Department of Transport Document BD2/79 and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1, the documents to be agreed, as applicable. A series of notes applicable to highway structures shall be obtained from the Surveyor before details are submitted for approval;
- (f) That the works shall be carried out by a roadworks contractor approved by the Surveyor;
- (g) That they shall notify the Surveyor in writing at least 14 days prior to the commencement of any work connected with statutory undertakers' equipment and shall further notify the Surveyor in writing at least

14 days prior to the commencement of the works of its intention to proceed with the works and shall notify the Bridge Office of the Surveyor at least 24 hours prior to the commencement of all stages of excavation and concrete operations;

(h) That the works shall be carried out in accordance with the "Specification for Road and Bridgeworks" published by Her Majesty's Stationery Office in 1976 as modified and extended by the Supplements and Revisions in force as at the date of the execution of the works;

(i) That they shall pay to the County Council before the commencement of the works a sum equal to a percentage of the total estimated cost of the works in respect of the costs incurred by the County Council in supervising the works such percentage to be based on the following formula:

Total estimated cost of works:	% age fee
nil to £100,000	5%
£100,001 to £400,000	3%
over £400,000	2%

(j) The works shall be completed to the satisfaction of the Surveyor within the following periods of their commencement namely:

(A) as to the new Wolsey road: 12 months; and

(B) as to all other roadworks under this clause and schedule 2: 6 months;

and in any event shall be completed prior to any occupation of the development for retail and parking purposes;

(k) That they shall fully maintain the works for a period of twelve months from the date of the issue of a Certificate of Completion by the Surveyor and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period;

(l) That on the date hereof they shall pay the whole of the reasonable costs incurred by the County Secretary and the Surveyor in the preparation of this Agreement and the approval of detailed contract drawings and plans;

(m) That they will provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings immediately upon the issue of the certificate of completion together with, in respect of highway structures, soil reports, records of materials tested, revised forms TA1 and design certificates;

(n) That should the Companies arrange for the carrying out of the works or any part thereof to be undertaken by any third person the Companies will ensure that contracts with such third person shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the Companies' covenants herein contained;

- (o) That they will have in force at all relevant times a policy of insurance indemnifying the County Council and the Borough Council against all claims whatsoever arising out of or in connection with the said works the insured sum to be not less than £1 million in respect of any single accident or claim;
- (p) That they will indemnify the County Council and the Borough Council and keep indemnified against all claims under Part I and Part II of the Land Compensation Act 1973 arising out of the use of the said works and for the purposes of this indemnity the Companies are deemed to carry out the works as agent of the County Council;
- (q) That they will forthwith upon the issue of the completion certificate dedicate as public highway the land and the top two spits of the road hatched and hatched-and-stippled on the plan;
- (r) That they will grant to the County Council its employees agents or contractors with or without vehicles machinery and apparatus the right to enter and remain upon the Companies' land after due notice except in case of emergency to inspect, maintain, cleanse, alter, repair, renew or replace the elevated section of Wolsey Road or any part thereof and that such grant shall be at no cost to the County Council; and
- (s) In the event that the development does not proceed as permitted the Companies shall reinstate the site to provide a number of car parking spaces equivalent to

that which existed prior to the commencement of such development and shall continue to provide such spaces pending the approval of alternative development proposals and shall continue to provide the park-and-ride scheme provided for in clause 14 hereof until such spaces have been provided and the public conveniences provided for in clause 17 hereof until such time as alternative provision is made.

5. Covenants on the part of the County Council

The County Council hereby covenants with the Companies as follows:

- (a) That it hereby authorises the Companies and the approved roadworks contractor as aforesaid to carry out the works within the highway at Wolsey Road and Leighton Buzzard Road aforesaid subject to the terms conditions and stipulations in Clause 4 hereof; and
- (b) That after the expiry of the aforesaid twelve months' maintenance period and provided always that the works have been fully maintained as aforesaid and that any defects appearing during the said maintenance period have been made good the Surveyor shall thereupon issue a Certificate of Maintenance of the works and as from the date of such Certificate the works shall become highways maintainable at the public expense.

6. The Sureties

The Companies agree with the County Council and the Borough Council that the Companies shall procure that Sureties shall subsequently be joined to this Agreement by a Supplemental Agreement as follows:

- (1) Before any works may start under this Agreement in respect of the requirements of either of the Councils a Surety must be joined as above;
- (2) The addition of a Surety is subject to the approval of each Council as appropriate;
- (3) The Surety shall be either a bank or an insurance company to the approval of each Council as appropriate (such approval in either case not to be unreasonably withheld or delayed);
- (4) The liability of such Surety shall be in each case in the aggregate sum and for the duration of liability of the Companies to the appropriate Council according to the best estimates then reasonably available;
- (5) The covenant to be given by each such Surety shall be in the form stated in clause 7 below;
- (6) The provision of a Surety under this Agreement may be carried out separately for each Council without reference to the other Council so that in particular (without prejudice to the generality of the foregoing words):
 - (A) the intended Supplemental Agreement may be entered into; and
 - (B) the works in question may then be started and carried out.

7. Covenant on the Part of the Surety

The Surety hereby covenants that if the Companies or either of them fail at any time to carry out or observe any of the terms conditions and stipulations on their part contained in Clauses 4(a) to (s) 13, 14 and 17 hereof or in the event of

the Companies or either of them going into liquidation or entering into a deed of arrangement for the benefit of their creditors the Surety shall pay to the County Council such sum as may be certified by the Surveyor to be required in order to complete the works and remedy any defects prior to the works becoming maintainable at the public expense and such further sum as the County Secretary for the time being of the County Council may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Surety under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT the total sums payable by the Surety shall not exceed £2,300,000.

8. Excess of Surety

If the sum paid by the Surety in accordance with Clause 7 exceeds the final cost of the works (including the County Council's supervision and legal charges and any statutory undertakers' charges) at the time of the issue of the Certificate of Maintenance such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the County Council and its repayment to the Surety.

9. Status of Covenants

The parties hereto agree that the covenants herein are

entered into pursuant to section 52 of the Planning Act and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (insofar as appropriate to this Agreement) and all other powers enabling and without prejudice to the generality of the foregoing all the covenants hereinbefore contained on the part of the Companies to carry out work or to do any other thing on or in relation to the Works or Land to which such covenants relate are covenants to which section 33 applies (insofar as above).

10. Local Land Charges

This Agreement shall be registered as a Local Land Charge.

11. Expenses of the County Council

Any expense incurred or to be incurred by the County Council to which the Companies or either of them are or may become liable under this Agreement may be recoverable by the County Council as provided by Section 291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the land and on all estates and interests therein.

12. Stopping up order for part of King Harry Street

- (1) The Companies shall forthwith apply to the appropriate authority for an order authorising the stopping-up of that part of King Harry Street between Selden Hill and Wolsey Road as described in Schedule 2 hereto and shall pay all the costs reasonably so incurred;
- (2) The Companies shall request the appropriate authority to impose in the Order referred to in sub-clause (1) hereof

a requirement for the provision of the extension of Wolsey Road referred to in Schedule 2 to this Agreement and a requirement that the Companies pay the full cost of the works specified in the Order and any increased expenditure incurred which is attributable to the carrying out of such works;

(3) The Companies shall further request the appropriate authority to make in the Order aforesaid provision for the preservation of any rights of Statutory Undertakers in respect of any apparatus of theirs which immediately before the date of the Order is under in on over along or across the highways to which the Order relates;

(4) The County Council as such highway authority and the Borough Council as such agent authority and as the local planning authority jointly and severally agree (subject to the further detailed design required as mentioned above and to the requirements specified in subclauses 12(1), (12)(2) and 12(3) above) to support the Companies' application for such order subject to the Companies' fully indemnifying each Council against the costs of such support; and

(5) The County Council and the Borough Council jointly and severally agree with the Companies subject as above to take all necessary action to assist the Companies in their application for such an order.

13. Commuted sum towards maintenance of the new Wolsey Road

a) When the final Contractor's Tender Price is known for the provision of the new section of Wolsey Road, the sum

culated below shall be payable to the County Council in accordance with 13(c) and on recovering the said payment and provided that all other obligations imposed on the Companies by this Agreement including the payment of all fees have been complied with the County Council undertakes thereafter to be responsible for the inspection maintenance and renewal of the Works but not of the ground beneath the Works or of any other area or object.

The sum payable to the County Council shall be calculated as follows:

i) A commuted sum based on the final Contractor's statement for all parts of the structure (but not the piling) taken from the Standard Railway Board Appendix II annual cost for maintaining and renewing a bridge, this multiplied by 12 and to be paid in one lump sum as a total payment and to be applied as follows:-

(a) Precast concrete units $0.75\% \times 12 \times \text{actual cost}$
(b) Cast in situ concrete units $1.00\% \times 12 \times \text{actual cost}$

ii) Engineer's fees $3\% \times \text{total actual cost}$

c) The sums referred to in clause 13(b) above shall be paid as follows:

i) the assessed minimum Engineer's fee of 3% of the accepted tender price shall be payable before commencement of the Works

ii) the adjusted sum for the Engineer's fee and the commuted sum shall be payable on receipt by the Companies of the Certificate of Completion referred to in clause 4(k) hereof

d) On the adoption of the new sections of Wolsey Road the Companies shall contribute to the County Council as such highway authority the sum of £5,000 as a commuted payment towards the maintenance costs of the new traffic signals to be provided at the exit from the site on to Wolsey Road at its junction with Albion Hill.

14. Temporary Park-and-Ride Scheme

The Borough Council acting as the local planning authority intend that there shall be a park-and-ride scheme to replace the loss of car parking during the construction of the scheme, particularly for shoppers in Hemel Hempstead town centre. The park-and-ride scheme will therefore be temporary only during the construction period. There will be a temporary parking area for 450 cars at a location to be agreed in writing by the Borough Council. The Companies shall forthwith apply for temporary planning permission and all other consents whether statutory or otherwise necessary for the provision and operation of the scheme and will pay all the costs reasonably incurred for both the parking and transportation elements of the park-and-ride scheme as follows:

(a) the Companies will provide a temporary surface and access road to the area selected for car parking in accordance with a specification to a reasonably appropriate standard to be agreed between the Borough Council and the Companies;

PROVIDED that during the duration of the temporary

park-and-ride scheme the Companies may from time to time and with the prior consent in writing of the Borough Council vary the site of the temporary car park and the number of cars for which parking provision is made and in that event the other provisions of this clause shall apply (mutatis mutandis);

(b) the Companies will provide and operate a bus service to convey persons from the car park to Marlowes (with or without an intermediate stop) and to be free of charge to passengers. The bus route shall be approved in writing by the Borough Council. The bus service will be operated by sufficient vehicles of the same or similar type as may be agreed between the Borough Council and the Companies to maintain a frequency of service of approximately 5 minutes and shall operate between Monday and Saturday between the hours of 8.30 am and 6.00 pm to a Schedule to be agreed between the Borough Council and the Companies;

(c) the Companies will provide all direction signs reasonably required by the Borough Council to the temporary car park at their own cost; and

(d) the commencement of the temporary park-and-ride scheme will be not later than the closure of any of the three public car parks on the site described in Schedule 1 hereto.

15. Traffic Regulation Orders

(1) This clause is with reference to the Road Traffic Regulation Act 1984 ("RTRA") and traffic regulation orders made under the Act as section 1 provides;

(2) The Borough Council as the local authority under the RTRA intend to estimate and monitor the additional traffic generated by the scheme both during construction and upon completion of the scheme and subject to prior consultation with the Companies to make traffic regulation orders as the Borough Council may consider reasonably necessary or desirable in order safely and efficiently to manage all such additional traffic on the existing roads;

(3) The Borough Council then intends to implement all such traffic regulation orders subject to observing the statutory procedures prescribed by or under the RTRA and to any objections and the resolution of all such objections; and

(4) On the implementation of all such orders the Companies shall pay all the costs reasonably incurred by the Borough Council for these purposes and the Companies shall indemnify the Borough council against all costs claims actions and demands arising out of or in connection with the implementation of any such Orders.

16. Site Traffic

The Companies agree with the Borough Council as follows:-

(1) Construction traffic to use agreed routes

The Companies will require that all traffic for the carrying out of the Scheme (including the demolition of existing buildings and structures as well as the erection and construction of the Scheme) shall use only the prescribed routes or such other routes as may be agreed with the

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Borough Council. The Companies will further use their best endeavours to procure that all persons concerned shall comply with this requirement by (inter alia) including a condition in any contract which the Companies may let to a building contractor for the Scheme requiring the contractor to ensure that his own workforce and all sub-contractors whom he may employ shall observe this requirement and by prescribing sanctions for any wilful breach. The Companies' contract with the main contractor shall further include a condition requiring the main contractor in turn to impose these requirements in all his sub-contracts with sub-contractors and further for any sub-sub-contractors and so forth.

(2) Wheel washing facilities

The Companies shall provide and maintain at the site at an appropriate location as the Borough Council may reasonably direct facilities for washing the road wheels of all site traffic vehicles on quitting the site and shall require that to be done contractually and by sanctions as in the case of the prescribed routes under sub-clause (1).

(3) Cleanliness of roads

The Companies shall ensure that all highways are kept free and clear of construction materials debris and soil emanating from the construction works and shall require that to be done contractually and by sanctions as in the case of prescribed routes under sub-clause (1) hereof.

(4) Restoration of the agreed routes

(a) Prior to the commencement of the construction and

erection of the Scheme the Borough Council will prepare a schedule of the then existing state and condition of all the highways comprising the prescribed routes and shall submit such schedule to the Companies for their Agreement;

(b) The Companies shall at the completion of the construction and at their own expense make good and restore the structure surface and condition of the prescribed routes and each of them to a condition to the satisfaction of the Borough Council; and (c) During construction of the Scheme the Companies shall meet the Borough Council's costs and expenses incurred as a result of emergency repairs to the prescribed routes arising out of their use by construction traffic.

17. Public conveniences during construction

(1) This clause is made between the Companies and the Borough Council as the authority responsible for provision of public conveniences and it relates to the necessary demolition of the existing conveniences on the site to the east of King Harry Street and at the rear or north of the houses 7 and 9 Albion Hill and approximately opposite the junction of King Harry Street and Tudor Hill: the site of the conveniences is shown on the plan by the abbreviation "PC";

(2) the Borough Council will provide temporary alternative conveniences for the use of the public during the construction of the scheme and of the type known as

"portaloos" or similar of a size as the Borough Council may reasonably specify and at a location from time to time as the Companies may reasonably allocate after prior consultation with the Borough Council and the Borough Council will maintain and operate such conveniences and will provide all staff reasonably required for those purposes; and

(3) the Companies shall pay the Borough Council all the expenses reasonably so incurred initially on the purchase and provision of the conveniences and thereafter at three monthly intervals in respect of the maintenance thereof in accordance with accounts rendered by the Borough Council which will comprise all direct costs and an addition of 20% in respect of administration charges.

18. Interpretation

(1) The expressions "the County Council" "the Borough Council" and "the Commission" shall include in each case where the context so admits their successors in office and assigns; and the expression "the Companies" shall include where the context so admits their successors in title and assigns;

(2) In this Agreement unless the context otherwise requires the following terms and expressions shall have the meanings assigned to them by this clause namely:

(i) "the lease" means the lease identified in recital (4);

(ii) "the plan" unless otherwise described means the plan prepared by the Companies' Architects, The Bernard

Engle Partnership, of 171-173, Grays Inn Road, London WC1X 8UE, and entitled "SECTION 52 DRAWING" dated 7.8.87 and marked: "Project No. 964" drawing no. RI 001, scale 1:1250 and signed by or for the parties;

(iii) "the Planning Act" means the Town & Country Planning Acts 1971 to 1974 as amended at the date of this Agreement (whether or not all such amendments are now or shall subsequently be brought into force) and all subordinate legislation made under the Planning Act;

(iv) "the prescribed routes" means the routes for the purposes of clause 16(1) ("Site traffic") as the Borough Council in consultation with the Companies may from time to time reasonably direct or approve on the joint application of the Companies;

(v) "statutory undertakers" means the Rickmansworth Water Company as regards the supply of water the Thames Water Authority as regards drainage, the Eastern Gas Board, the Eastern Electricity Board, and British Telecom in respect of the telephone service, and the successors in office to any of them.

(3) Headings are not part of this Agreement and shall be ignored for the purposes of interpretation.

(4) References to clauses. References to a clause, schedule or other provision shall be that so numbered or otherwise identified in this Agreement unless a contrary interpretation is expressed.

(5) Statutes. References to Acts of Parliament and

subordinate legislation shall include all enactments or instruments for the time being and from time to time repealing and replacing such Acts or subordinate legislation and all amendments for the time being in force whether before or after the execution of this Agreement.

19. Arbitration

If any dispute difference or question shall at any time arise between the parties hereto or their respective assigns in respect of the construction of this Agreement or respecting anything herein contained or arising out of or in connection with this Agreement or as to the rights liabilities or duties hereunder or otherwise relating to this Agreement the same shall be referred to and be determined by a single arbitrator experienced in matters of the kind to which the dispute difference or question relates appointed by Agreement between the parties hereto or their successors in title or assigns or failing agreement by the President for the time being of the Chartered Institute of Arbitrators and the arbitration shall be conducted in all respects in accordance with the Arbitration Act 1950 and the Arbitration Act 1979.

20. Notices

All approvals authorities demands information notices requests and other documents and acts authorised or required by or under this Agreement to be given made or issued by any party hereto shall be in writing.

21. Savings for Local Authorities and the Commission

(1) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the County Council's or

the Borough Council's or the Commission's rights powers duties and obligations in the exercise of their functions as a local authority in the case of the County Council and the Borough Council or as the Commission for the New Towns in the case of the Commission and all such rights powers duties and obligations under all public and private statutes byelaws orders regulations and otherwise may be as fully and effectually exercised in relation to the site and the Scheme and any other subject matter of this Agreement as if this Agreement had not been executed by such authorities.

(2) Without prejudice to the generality of the foregoing words nothing herein contained or implied shall prejudice or affect any conditions attached to the planning permission or the enforcement of any such conditions.

22. Costs

The Companies jointly and severally agree to pay the Borough Council's legal costs in settling the terms of this Agreement.

23. Rechargeable Expenses

The Companies hereby jointly and severally agree that any costs charges or expenses which shall be recoverable from them or either of them by the Borough Council shall attract an administration on-cost of 20% and shall be due on demand to the Director of Finance for the time being of the Borough Council.

IN WITNESS whereof the parties have caused their common seals to be affixed to this Agreement the day and year first above written.

23. Rechargeable Expenses

The Companies hereby jointly and severally agree that any costs charges or expenses which shall be recoverable from them or either of them by the Borough Council shall attract an administration on-cost of 20% and shall be due on demand to the Director of Finance for the time being of the Borough Council.

IN WITNESS whereof the parties have caused their common seals to be affixed to this Agreement the day and year first above written.

Description of the Site

The Marlowes Centre, Hemel Hempstead, Hertfordshire.

The land situated to the east of Marlowes in Hemel Hempstead and west of Paradise and adjoining at the north Tudor Lodge and fronting at the south to Selden Hill and including parts of King Harry Street, Wolsey Road and Albion Hill and the whole of Tudor Hill having an area of 2.3 hectares approximately and for the purpose of identification only shown on the plan and edged with red together with the buildings including offices, dwellings, car parks, garages, workshops, retail shops, recreational buildings and public toilets.

DESCRIPTION OF ROAD WORKS

The works referred to in clause 4 of this Agreement and shown in principle on the plan shall comprise the provision of:-

1. Subject to the requisite Order a section of the highways called King Harry Street Tudor Hill and part of Albion Hill shall cease to be highways and in lieu of the closed section of King Harry Street a diverted section of that highway shall in effect be provided by an extension of Wolsey Road, namely:

- (a) the section of King Harry Street to be stopped up is from its junction with Selden Hill to a point being a length of 294 metres in a northerly direction;
- (b) the section of Albion Hill to be stopped up is the length between its junctions with Wolsey Road and King Harry Street;
- (c) the whole length of Tudor Hill is to be stopped up;
- (d) the length of Footpath 124 Hemel Hempstead for a distance of 15 metres from its junction with King Harry Street in an easterly direction is to be stopped up; and
- (e) the extension northwards of Wolsey Road will be from the existing junction of Wolsey Road with Albion Hill to a new junction with the existing King Harry Street namely a length of 185 metres as shown on the plan by hatching and stippling.

2. The new section of Wolsey Road will be constructed on supporting structures.

3. An existing section of Wolsey Road will be removed and reconstructed on supporting structures namely between a point 55 metres from the junction with Selden Hill to the junction with Albion Hill namely a length of 138 metres.

4. Beneath the supported section of Wolsey Road and its extension the Companies intend to provide accommodation as part of the Scheme.

5. Improvements to the junction of Moor End Road with Leighton Buzzard Road including the provision of traffic signal control as shown in principle on the plan.

6. Improvements to the junction of Combe Street with Leighton Buzzard Road including the provision of traffic signal control as shown in principle on the plan.

7. Road Improvements required for the safe flow of traffic in Wolsey Road and connecting roads

1) The County Council acting by the Borough Council and in consultation with the Companies will decide whether and if so what improvements will be required to the existing roads namely Wolsey Road, Albion Hill, Park Lane and Selden Hill so as to accept the safe flow of traffic as reasonably estimated by the highway authority in anticipation of the volume and rate of traffic following completion of the Scheme;

(2) the Companies will pay the County Council all the reasonable costs incurred for those purposes; and

(3) the County Council acting by the Borough Council and the Companies with the consent of the Commission declare that they intend subsequently to enter into an

Agreement under the Highways Act 1980 section 278

("Contributions towards highway works by persons

deriving special benefit from them") for this purpose.

PROVIDED that all such works shall be required solely because of the traffic generated by the Scheme (as distinct from improvements or alterations required for dealing with traffic generally).

8. Alterations to King Harry Street/Hillfield Road
Junction

- (1) The County Council as the highway authority declares that it intends in consultation with the Borough Council as its agent authority and the Companies to consider and decide whether and if so what alterations will be needed to the junction of King Harry Street with Hillfield Road because of extra traffic arising from the Scheme;
- (2) The Companies agree with the County Council to pay the costs reasonably incurred for that purpose; and
- (3) the County Council acting by the Borough Council and the Companies with the consent of the Commission declare that they intend subsequently to enter into an Agreement under the Highways Act 1980 section 278 for this purpose.

PROVIDED that all such works shall be required solely because of the traffic generated by the Scheme (as distinct from improvements or alterations required for dealing with traffic generally).

The Conditions which the Borough Council intend to impose on the Planning Permission for the Scheme.

1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

2(a) Before the commencement of development the details specified hereunder shall be submitted to and approved by the Local Planning Authority:-

- (i) Plans and elevations to a scale of 1:200 or greater of all parts of the development;
- (ii) The proposals for severance, alteration, etc., of existing sewers and for the discharge of all sewage, drainage and trade effluent;
- (iii) Measures for the avoidance of pollution and for the disposal of surface water;
- (iv) Details of enclosure of proposed electricity sub-stations.
- (v) Details of waste disposal facilities to include the provision of compactor units.

(b) During the progress of the development and at the appropriate times, from time to time, the details specified hereunder shall be submitted to and approved by the Local Planning Authority:

- (i) Samples of the finishing materials of all parts of the development;
- (ii) The hard surfaces of the development including access roads and all associated footpaths;

(iii) The proposals for the entry/exit arrangements including details of facilities catering for the needs of the disabled;

(iv) Details of sound insulation work required to reduce emissions from any heating, refrigeration or ventilation plant or compactor units;

(v) Details of the sound insulation material to enclose any fixed plant, including ventilation and refrigeration plant, in accordance with a Scheme to be agreed in writing with the Local Planning Authority, which material shall then be fixed as so agreed;

(vi) An adequate signage system within the car park and controls relating thereto.

3. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include details of numbers, species and proposed planting location of all new trees, shrubs and hedgerows.

4. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation, and for the purposes

of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year.

5. The servicing facilities shown on drawing no. 944/22/1 hereby approved shall be used solely for the standing and maneuvring of vehicles delivering to or collecting from the development and for no other purpose.

6. The areas marked on the approved drawings as 'service bay' shall not be used for any purpose other than the loading and unloading of goods vehicles and no storage of goods or refuse shall take place within the areas other than, in the case of refuse, storage in containers or compactors within the buildings. The type and location of such containers or compactors to be agreed with the local planning authority.

7. No piling shall take place on the site except in accordance with details which shall have been submitted to and approved by the Local Planning Authority and such details as are submitted pursuant to this Condition shall include professional reports reasonably to satisfy the Local Planning Authority that the piling proposals will have no adverse effect on water resources in the area or the structural conditions of buildings adjacent to the application site.

8. During construction of the development no driven piling shall be undertaken between the hours of 6.00 pm and 7.30 am on Mondays to Fridays, and at no time whatsoever on Saturdays, Sundays and Bank Holidays. The approval of the planning authority shall be obtained to the method of piling to be adopted to ensure the minimum disturbance to adjoining occupiers.

9. Before the commencement of the development hereby permitted, details of noise insulation measures between the development and adjoining residential properties shall be submitted to and approved by the Local Planning Authority.
10. Prior to the installation of any odour-emitting ventilation system within the development, full details of extraction, filtration and de-odourisation equipment and points of discharge shall be submitted to and agreed by the Local Planning Authority.
11. Before any ventilation or air-conditioning plant or equipment is installed on the premises, details of measures to prevent airborne transmission of toxic or pathogenic agents shall be submitted to and approved by the Local Planning Authority.
12. Advance notice of the start of site clearance and the excavation of groundworks shall be given to the local planning authority and access allowed at all reasonable times to any person(s) nominated by that authority to observe the works and record any archaeological material that may be exposed.
13. No barriers, gates or ticket machines shall be provided at the entrances to and exits from the car park without the prior approval of the local planning authority.
14. Automatic vehicle counters shall be provided at the entrances and exits of the car park and these shall be linked to signs which are to be provided at the entrances to the car park to indicate when the car park is full.

15. No development or excavation (other than the placement of piles and associated site clearance work) shall be commenced until all statutory approvals to the stopping-up of King Harry Street (between Selden Hill and its junction with the proposed extension of Wolsey Road), Tudor Hill and Albion Hill (between King Harry Street and Wolsey Road) as public highways have been obtained.

16. No part of King Harry Street shall be closed to traffic otherwise than under the authority of a Traffic regulation order made by the local planning authority under the Road Traffic Regulation Act 1984 until the extension of Wolsey Road to King Harry Street has been completed to the satisfaction of the highway authority and opened to traffic.

THE COMMON SEAL of HERTFORDSHIRE
COUNTY COUNCIL was affixed in the
presence of:

Chairman

W. J. C. Smith
County Secretary

~~Chief Executive~~

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THE COMMON SEAL of DACORUM BOROUGH
COUNCIL was affixed in the
presence of:

R. M. P. P. P.

Chief Executive

K. M. P. P. P.

Assistant Secretary (Admin)

THE COMMON SEAL of THE COMMISSION
FOR THE NEW TOWNS was affixed in
the presence of:

W. J. C. Smith

Member

Secretary
Counter - Signatory

THE COMMON SEAL of CITY MERCHANT
DEVELOPERS LIMITED was affixed in
the presence of:

W. J. C. Smith

Director

W. J. C. Smith

Secretary

THE COMMON SEAL of ABACUS)
DEVELOPMENTS LIMITED was)
affixed in the presence of:)

ALTERNATE
Director

Secretary

Town Planning 4/0496/87
Ref. No.

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Other
Ref. No.

THE DISTRICT COUNCIL OF
IN THE COUNTY OF HERTFORD

DACORUM

To City Merchant Developers Ltd and
Abacus Developments Ltd

The Bernard Engle Partnership,
171-173 Grays Inn Road
London
WC1X 8UE

Shopping Centre, including multi storey Car Parking
and new Road Construction
at Wolsey Road/Selden Hill/King Harry Street/
Marlowes, Hemel Hempstead

Brief
description
and location
of proposed
development.

In pursuance of their powers under the above-mentioned Acts and the Orders and Regulations for the time being in force thereunder, the Council hereby permit the development proposed by you in your application dated 1 Apr 11 1987 and received with sufficient particulars on 1 Apr 11 1987 and amended on 22 Apr 11 1987 and shown on the plan(s) accompanying such application, subject to the following conditions:-

(1) The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

(2) (a) Before the commencement of development the details specified hereunder shall be submitted to and approved by the local planning authority:-

- (i) plans and elevations to a scale of 1/200 or greater of all parts of the development
- (ii) the proposals for severance, alterations, etc., of existing sewers and for the discharge of all sewage, drainage and trade effluent
- (iii) measures for the avoidance of pollution and for the disposal of surface water
- (iv) details of enclosure of proposed electricity sub-stations
- (v) details of waste disposal facilities to include the provision of compactor units.

Conditions Continued....


- (b) During the progress of the development and at the appropriate times, from time to time, the details specified hereunder shall be submitted to and approved by the local planning authority,
 - (i) samples of the finishing materials of all parts of the development
 - (ii) the hard surfaces of the development including access roads and all associated footpaths
 - (iii) the proposals for the entry/exit arrangements including details of facilities catering for the needs of the disabled
 - (iv) details of sound insulation work required to reduce emissions from any heating, refrigeration or ventilation plant or compactor units
 - (v) details of the sound insulation material to enclose any fixed plant, including ventilation and refrigeration plant, in accordance with a scheme to be agreed in writing with the local planning authority, which material shall then be fixed as so agreed
 - (vi) An adequate signage system within the car parks, and controls relating thereto.
- 3. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include details of numbers, species and proposed planting location of all new trees, shrubs and hedgerows.
- 4. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation, and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year.
- 5. The servicing facilities shown on drawings Nos. 964/22/1 hereby approved shall be used solely for the standing and manoeuvring of vehicles delivering to or collecting from the development and for no other purposes.
- 6. The areas marked on the approved drawings as 'service bay' shall not be used for any purposes other than the loading and unloading of goods vehicles and no storage of goods or refuse shall take place within the areas other than in the case of refuse, storage in containers or compactors within the buildings. The type and location of such containers or compactors to be agreed with the local planning authority.

7. No piling shall take place on the site except in accordance with details which shall have been submitted to and approved by the local planning authority and such details as are submitted pursuant to this condition shall include professional reports reasonable to satisfy the local planning authority that the piling proposals will have no adverse effect on water resources in the area or the structural conditions of buildings adjacent to the application site.
8. During construction of the development no driven piling shall be undertaken between the hours of 6.00pm and 7.30am on Mondays to Fridays, and at no time whatsoever on Saturdays, Sundays and Bank Holidays. The approval of the planning authority shall be obtained to the method of piling to be adopted to ensure the minimum disturbance to adjoining occupiers.
9. Before the commencement of the development hereby permitted, details of noise insulation measures between the development and adjoining residential properties shall be submitted to and approved by the local planning authority.
10. Prior to the installation of any odour emitting ventilation system within the development, full details of extraction, filtration and de-odourisation equipment and points of discharge shall be submitted to and agreed by the local planning authority.
11. Before any ventilation or air conditioning plant or equipment is installed on the premises, details of measures to prevent airborne transmission of toxic or pathogenic agents shall be submitted to and approved by the local planning authority.
12. Advance notice of the start of site clearance and the excavation of ground works shall be given to the local planning authority and access allowed at all reasonable times to any persons(s) nominated by that authority to observe the works and record any archaeological material that may be exposed.
13. No barriers, gates or ticket machines shall be provided at the entrances to and exits from the car park without the prior approval of the local planning authority.
14. Automatic vehicle counters shall be provided at the entrances and exits of the car park and these shall be linked to signs which are to be provided at the entrances to the car park to indicate when the car park is full.
15. No development or excavation (other than the placement of piles and associated site clearance work) shall be commenced until all statutory approvals to the stopping up of King Harry Street (between Selden Hill and its junction with the proposed extension of Wolsey Road), Tudor Hill and Albion Hill (between King Harry Street and Wolsey Road) as public highways have been obtained.

Conditions /Cont'd

16. No part of King Harry Street shall be closed to traffic otherwise than under the authority of a Traffic Regulation Order made by the local planning authority, until the extension of Wolsey Road to King Harry Street has been completed to the satisfaction of the highway authority and opened to traffic.

Dated9th..... day ofSeptember..... 19 87...

Signed.....

Designation CHIEF PLANNING OFFICER