

Item 8.2

Appendix 1:

18.09.2020 – Final Agreed Draft – Section 106

18.09.2020 – Final Agreed Draft – Side letter

Draft Decision Notice

Dated

2020

(1) LONDON BOROUGH OF CROYDON

(2) CPFC LIMITED

PLANNING OBLIGATION BY AGREEMENT

**RELATING TO LAND AT SELHURST PARK STADIUM WHITEHORSE LANE,
SOUTH NORWOOD, LONDON SE25 6PU**

PURSUANT TO SECTION 106 OF THE TOWN & COUNTRY

PLANNING ACT 1990 (AS AMENDED)

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BETWEEN:-

- (1) **LONDON BOROUGH OF CROYDON** of Bernard Weatherill House, 8 Mint Walk, Croydon CR10 1EA (the "**Council**");
- (2) **CPFC LIMITED** (Company Number 07270793) whose registered office is at Selhurst Park Stadium, Holmesdale Road, London, SE25 6PU (the "**Developer**").

RECITALS:-

- (A) The Council is the local planning authority for the purposes of the Act and for the area in which the Site is situated.
- (B) The Council is the owner of the Social Housing Land and is the local highway authority of the associated highway land on Wooderson Close and on which various highway works are required under this Agreement.
- (C) The Council is the registered proprietor of part of the Site with freehold absolute title under title number SGL529243 (which title also includes other land not forming part of the Site).
- (D) The Developer is the registered proprietor of part of the Site with freehold absolute title under title numbers SGL563247 and SGL526435 free from encumbrances.
- (E) The Developer is the registered proprietor of part of the Site with sub-leasehold title under title number SGL604161.
- (F) Sainsbury's Property Scottish Partnership is the registered proprietor of the Sainsbury's Car Park with freehold absolute title under title number SGL463458 (which title also includes other land) and SGL534021.
- (G) Sainsbury's Supermarkets Limited is the registered proprietor of the Sainsbury's Car Park with leasehold title under title number SGL717034 (which title also includes other land).The Developer has no legal interest, right, claim or entitlement in respect of the Sainsbury's Car Park
- (H) Sainsbury's Supermarkets Limited is the registered proprietor of part of the Site with freehold absolute title under title number SGL531263.
- (I) Mohammad Farooq and Zaida Farooq are the registered proprietors of 30 Wooderson Close with freehold absolute title under title number SGL637778.

- (J) The Developer has submitted the Application to the Council which was validated on 08/02/2018 and is proposing to carry out the Development.
- (K) The Council has resolved at its meeting of the Council's Planning Committee held on 19 April 2018 that Planning Permission should be granted for the Development subject to the prior completion of this Agreement.
- (L) The Council considers it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement.
- (M) The Council is satisfied that the covenants given by the Developer in this Agreement are:
- (a) Necessary to make the Development acceptable in planning terms; and
 - (b) Directly related to the Development; and
 - (c) Fairly and reasonably related in scale and kind to the Development
- (N) It is acknowledged that there is land within the Site which at the date of this Agreement is not within the ownership of the Developer. It is the intention of the Parties that prior to the Commencement of Development on the Site, the entirety of the land within the Site (save for land owned by any Statutory Undertaker, Sainsbury's Supermarkets Limited and Sainsbury's Property Scottish Partnership) is to be in the ownership or control of the Developer. Prior to the Commencement of Development on the Site a confirmatory deed will be entered into to ensure that the freehold interest of the entirety of the land within the Site (save for land owned by a Statutory Undertaker Sainsbury's Supermarkets Limited and Sainsbury's Property Scottish Partnership) is bound by the obligations contained in this Agreement. In respect of the Sainsbury's Car Park it is the intention of the Parties that the Sainsbury's Car Park is only bound by the obligations in Schedule 4 paragraphs 7 and 8, Schedule 5 paragraph 1.7 and Schedule 6 paragraph 4 and then only in so far as compliance is required with the approved match day coach parking scheme (Schedule 4 paragraph 7) and the approved Car Parking Management Plan (Schedule 4 paragraph 8), the Travel Plan (Schedule 5 paragraph 1.7) and Vehicle Control Measures (Schedule 6 paragraph 4).

IT IS AGREED as follows:-

OPERATIVE PROVISIONS

1 Definitions and Interpretation

- 1.1 In this Agreement (which includes the Recitals, Schedules and Appendices to it) the following words and expressions have the following meanings unless the context requires otherwise:-

"1980 Act"		means the Highways Act 1980
"1990 Act"		means the Town and Country Planning Act 1990
"2011 Act"		means the Localism Act 2011
"Affordable Housing"		means residential units of affordable housing (as referred to Annex 2 of the NPPF Feb 2019) which (having regard to their rent or other consideration) are suitable for occupation by people who are in need of such housing because of their limited means and who are unable to access private rented accommodation on the open market within the London Borough of Croydon at a cost low enough for them to afford which is determined with regard to local incomes and local house prices or in the opinion of the Council given in writing that they are otherwise in housing need
"Agreement"		means this deed of agreement made under section 106 of the 1990 Act and all other enabling powers
"Application"		means the application for full planning permission for the Development validated by the Council on 8 February 2018 and allocated reference number 18/00547/FUL
"Approved Travel Plan"		means the version of the Travel Plan that has been approved by the Council in accordance with the provisions of paragraph 1.1 of Schedule 5
"Capital Construction Costs"		means either the total confirmed cost or the total reasonable estimated cost of construction of the Development as at the date of Commencement This shall include expenditure on labour, materials, plant, equipment, site and head office overheads and profit, including taxes and levies, incurred as a direct result of the construction intervention. It is the total price payable for work normally included in contracts to construct a building or civil engineering works, including any supplies by the client for the constructor to fix. It also includes all temporary works required to undertake the construction works
"Carbon Offset Contribution"		means the sum (Index Linked) of thirty five thousand one hundred and ninety five pounds £35,190
"Car Parking Management Plan"		means the plan to be submitted to and approved by the Council pursuant to Schedule 4 paragraph 6
"CCTV Contribution"		means the sum to be determined in accordance with Schedule 2 paragraph 1.13
"Commence"		means to initiate the Development by carrying out a material operation as defined in section 56(4) of the 1990 Act. Where used in the context of part of the Development commence means the carrying out of a material operation on that part. The terms " Commencement " and " Commenced " and " Commence Development " and " Commencement Date " and " Commencement of Development " are to be construed accordingly. The following matters do not constitute a material operation and consequently shall not individually or together constitute Commencement:-

- a) Demolition and soft strip
- b) site clearance
- c) site investigations, testing or surveys
- d) the provision of infrastructure boreholes permitted by the Town and Country Planning General Permitted Development Order 1995 or any amendment or replacement thereof
- e) the provision of underground drainage and sewers and the laying and diversion of other services and service media
- f) excavation, deposition, compaction, levelling of materials to new contours and works connected with infilling
- g) construction of temporary accesses and/or highway works to facilitate the carrying out of the Development
- h) archaeological investigations and digs
- i) ecological surveys, investigations or assessments (including, for the avoidance of doubt, investigations or assessments relating to bats)
- j) decontamination and remediation works
- k) site preparation
- l) the construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of site security), erection of temporary facilities for security personnel and the erection of security cameras
- m) the erection of buildings below ground level, such as the excavation and construction of underground car parks and the laying of foundations
- n) interim landscaping works
- o) erection of boards advertising the Development
- p) the construction of a temporary site compound and welfare facilities/buildings/enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become part of the Development after its use as temporary offices
- q) the setting out of the Whitehorse Lane disabled bays within the ground.
- r) the pitch extension
- s) the new fan zone above the Arthur Wait/Holmesdale Stand
- t) establishing temporary accommodation/facilities ahead of construction asbestos removal from the Main Stand
- u) new transformer/statutory services provision
- v) works to form a revised layout for Sainsbury's Car Park
- w) works and operations to enable any of the foregoing to take place

For the avoidance of doubt, none of the works listed above can occur on the Social Housing Land, 30 Wooderson Close and associated highway land until the purchase of the freehold interest of the Social Housing Land, 30 Wooderson Close and associated highway land by the Developer has been completed, and vacant possession of the Social Housing Land has been secured.

“Controlled Assessment Consultation Contribution”	Parking and	means the sum (Index Linked) of one hundred thousand pounds £100,000
“Controlled Implementation Operational Contribution”	Parking and Delivery	means the sum (Index Linked) of two hundred and thirty thousand pounds £230,000

“Cycle Contribution”	Routes	means the sum (Index Linked) of one hundred thousand pounds £100,000
“Deterioration”		means a significant reduction in the quality of television and/or radio reception which is below that which existed prior to the Commencement of the Development, the pre-existing quality of television and radio reception being identified in the First Survey
“Development”		means the Extension of Main Stand to provide 8000+additional seating and additional internal floor space to be used for the operation of the football club and ancillary functions (Use Class D2), and creation of restaurant/retail until (Use Class A1/A3). Demolition of 22-32 Wooderson Close, and works to the North East end elevation of 20 Wooderson Close. Associated reorganisation of surrounding land including but not limited to car parks with associated hard and soft landscaping. Use of the club car park as a fan plaza on match day’s. Pitch lengthening and the creation of accessible seating within the Whitehorse Lane Stand. Creation of new corner stand between Holmesdale Road and Arthur Wait stands. Reorganisation of floodlighting and removal of the TV Gantry at the Arthur Wait Stand
“Event Days”		means days on which competitive sporting matches, or practice sessions are held, or days when other events are held on the pitch, or other corporate, entertainment, social functions, fundraising, charitable, community or similar events are held within the Site and at least ten thousand (10,000) people will attend
“Expert”		means an independent person of at least ten (10) years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society
“Financial Assessment (FVA)”	Viability	means a financial viability assessment carried out in connection with the planning application for the NNLD Scheme
“First Management Contribution”	Station Plans	Means the sum of ten thousand pounds £10,000 (Index Linked) payable to the Council for the undertaking of surveys and consultation in respect of proposed traffic management orders relating to the safe management of people in the areas adjacent to Norwood Junction and Thornton Heath stations on Match Days
“First Survey”		means the GTEC Survey submitted as part of the Application that assessed possible effects of the development on the reception of Analogue Terrestrial Television, Digital Terrestrial Television, Digital Satellite Television (Freesat, Virgin & Sky) and VHF (FM) radio
“Force Majeure Event”		means any circumstances beyond the Developer’s reasonable control insofar as these delay the Developer from proceeding with or carrying out the Development, or Occupying it, or from complying with ongoing obligations pre or post Occupation, or from complying with any time period, trigger or milestone events referred to in this Agreement, including (but not limited to): <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion, riots or war;
 - (d) nuclear, chemical or biological contamination;
 - (e) collapse of neighbouring buildings or land;
 - (f) fires, explosions or major health and safety incidents caused by third parties other than contractors or others employed by the Developer in the carrying out of the Development which necessitates suspension of work on the Site whilst the relevant regulatory body carries out any investigations and/or steps to remove debris or material from the Site to enable construction to resume;
 - (g) the existence of any unknown archaeological artefacts, ground obstructions, contamination or unexploded ordnance; and
 - (h) interruption for a period exceeding 24 hours in the supply to the Site of water and/or electricity,
- PROVIDED THAT for the sake of certainty the calculation of any period of delay to the carrying out of the Development arising from item (a) – (h) above shall include (but not be limited to) the time it takes the Developer, proceeding diligently, to arrange and carry out necessary tests, investigations and surveys and the time it takes to apply for and secure any associated licences, permissions or consents

“Framework Plan”	Travel	means the framework travel plan as appended at Appendix 5 which sets out the required structure of the Travel Plan
“GLA”		means the Greater London Authority or any successor in statutory function
“Highways Agreement”		means any one or more agreement or agreements with the relevant highway authority pursuant to section 278 and/or section 38 of the Highways Act 1980 and/or Road Traffic Regulation Act 1984 and/or New Roads and Street Works Act 1991 (or other appropriate statutory powers)
“Highway Signage and Public Transport Access Improvement Contribution”		means the sum (Index Linked) of forty six thousand two hundred and seventy pounds £46,270 and is made up of: <ul style="list-style-type: none"> • £30,500 for a wayfinding strategy, signage and associated measures; and • £15,770 contribution towards bus stop/shelter improvements on Whitehorse Lane
“Index”		means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or by any other successor organisation) or (if the index is no longer published or is unavailable for use) an alternative comparable basis for indexation agreed between the Developer and the Council
“Index Linked”		increased in accordance with the following formula: <p style="margin-left: 40px;">$A \times B/C = D$</p> <p>Where:</p>

- A = the sum specified in this Agreement in pounds sterling;
- B = the figures shown in the Index for the period immediately prior to the date up to which the sum concerned is to be indexed under the provisions of this Agreement;
- C = the figure shown in the Index for the period immediately prior to the date of this Agreement;
- D = the recalculated sum in pounds sterling applying under this Agreement; and
- B/C shall be equal to or greater than 1

PROVIDED THAT where sums are payable in instalments the indexation payable shall be calculated separately by reference to each instalment.

“Local Employment and Training Strategy” The strategy submitted and approved in accordance with the provisions of Schedule 3 for the employment and training of workers local to the Development

“Local Employment and Training Strategy Construction Phase Contribution” means the sum which is the lesser of £187,000 or 0.25% of the Capital Construction Costs (as determined on Commencement) payable by the Developer to the Council to contribute to the cost of training construction workers resident in the London Borough of Croydon

“Local Employment and Training Strategy Operational Phase Contribution” means the sum of forty six thousand six hundred and seventy eight pounds £46,678 (Index Linked) payable by the Developer to the Council to be used by the Council towards the operational phase of the Local Employment and Training Strategy

“London Plan” means the London Plan published in March 2016 as revised from time to time

“Main Stand” means the stand at Selhurst Park Stadium identified as the Main Stand on Plan 6

“Masterplan” Means an area-based masterplan that will help determine how the local area can be developed and enhanced to facilitate socio-economic improvements for the benefit of the Developer, local residents and businesses within the three local wards of Thornton Heath, Selhurst and South Norwood. S106 funding (including the Masterplan Regeneration Contribution) will be used to develop a brief for the Masterplan, which will be led by the Council working in partnership with the Developer and other local stakeholders. It will also fund procurement of a team to deliver the Masterplan. The brief development will consider the following needs:

- a. Improvements to roads and thoroughfares surrounding the Development, particularly for pedestrian and cycle access
- b. Opportunities to enhance and diversify the local business offer through improved design of the public realm
- c. Options for enhancement of adjacent sites such as the Sainsbury’s Supermarkets Ltd superstore and the Sainsbury’s Car Park
- d. Opportunities to enhance both existing public open space surrounding the Development, and potentially the creation of further

	public open space
	Any further local needs highlighted by stakeholders through consultation as part of the brief development
“Masterplan Regeneration Contribution”	means the sum of ten thousand pounds £10,000.00 (Index Linked) towards a brief to set the terms of reference of and brief for the preparation of the Masterplan
“Match Days”	means that term as defined in clause 2.13
“Mitigation Works”	means either: <ul style="list-style-type: none"> (a) the improvement of an external signal so that television reception and analogue and digital radio reception returns to the level that existed prior to the Commencement of Development; OR (b) if the improvement of the external signal does not return the television reception and analogue and digital radio reception to the level that existed prior to the Commencement of Development then in-house necessary property solution measures for example (but not limited to all or any of the following) re-pointing of the existing antenna to another transmitter or re-locating of the existing antenna or installing higher gain antennae or installation of alternative television and/or radio service <p>In either case the mitigation works shall include testing to confirm that the television and/or radio reception has returned to the level that existed prior to the Commencement of Development or is better</p>
“No Net Loss of Dwellings Scheme” (NNLD Scheme)	means the scheme to be submitted to the Council pursuant to Schedule 1 paragraph 3.3 and which is defined in Schedule 1
“Occupation”	means occupation of the new Main Stand for a men’s first team football match for the purposes of the Development permitted by the Planning Permission and “Occupies” and “Occupied” shall be construed accordingly
“Off-Site Highway Works”	means amendments to the highway arrangements in Wooderson Close to facilitate the amended access on to Holmesdale Road, including all associated changes to parking spaces, road markings, kerbs, drainage, surfacing, lighting and landscaping as shown indicatively on Plan 2.
“Palace for Life Foundation”	means the ‘Palace for Life Foundation’ or any successor organisation
“Parties”	means the parties to this Agreement and “Party” shall be construed accordingly
“Pedestrian Comfort Level Assessment”	means the assessment to be carried out by the Council pursuant to Schedule 7 paragraph 8
“Pedestrian Comfort Level Assessment Contribution”	means the sum of thirty thousand pounds £30,000 (Index Linked) payable by the Developer to the Council to contribute to the cost of undertaking a Pedestrian Comfort Level Assessment and if any balance remains to contribute to the cost of implementing measures recommended in the assessment to enhance pedestrian comfort or to mitigate adverse impacts upon pedestrians

"Plan 1"	means the plan attached at Appendix 1 showing the Site
"Plan 2"	means the plan attached at Appendix 1 showing the highway land to be stopped up or diverted pursuant to the S247 Order and the Off-Site Highway Works
"Plan 3"	means the plan attached at Appendix 1 which shows the Social Housing Land, 30 Wooderson Close and associated highway land at Wooderson Close as referred to in Schedule 1 paragraph 1.1
"Plan 4"	means the plan attached at Appendix 1 which shows the Sainsbury's Car Park
"Plan 5"	means the plan attached at Appendix 1 which shows the roads identified for the purposes of Schedule 6 paragraphs 5 (litter bins and litter picking) and 6 (temporary street urinals)
"Plan 6"	means the plan attached at Appendix 1 which shows the Selhurst Park Stadium
"Plan 7"	means the plan attached at Appendix 1 which shows the first floor plan of the Development
"Planning Permission"	means the notice of permission (in the draft form annexed to this Agreement at Appendix 2) to be issued by the Council pursuant to the Application and the date of grant of the Planning Permission shall be the date on which the notice is issued and the phrase 'Planning Permission' shall for the purposes of this Agreement include any varied or different planning permission granted on an application under Section 73 of the Act relating to the Planning Permission (or subsequent permission granted under Section 73)
"Practical Completion"	means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and " Practically Complete " and " Practically Completed " shall be construed accordingly
"Reasonable Endeavours"	means that (subject to the other terms of this Deed) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect
"S247 Order"	means an order made pursuant to Section 247 of the Town & Country Planning Act 1990 (as amended) relating to works to stop up or divert a highway
"S247 Order Works"	means works to 'stop up' highway land on Wooderson Close pursuant to the S247 Order
"Sainsbury's Car Park"	means the land shown edged red on Plan 4 being the customer car park of Sainsbury's Supermarkets Ltd at 120-122 Whitehorse Lane
"Second Management Contribution"	Station Plans means the sum of five thousand pounds £5,000 (Index Linked) payable to the Council to fund the making of any traffic management orders resulting from the surveys and consultations undertaken

pursuant to the First Station Management Plans Contribution

“Second Survey”		means an impact survey (undertaken at the Developer’s expense) to define the post-development level of terrestrial and satellite television and analogue reception
“Social Housing Land”		means the land on which the properties with freehold interest known as 22, 24, 26, 28 and 32 Wooderson Close are situated
“Station Management Plans Contribution”		means the sum total of the First Station Management Plans Contribution and Second Station Management Plans Contribution
“Statutory Undertaker”		means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator
“Structural Completion”		means the completion and external cladding of the structural frame of the structures comprising the Development
“Substantial Implementation”		means the later of: (a) Commencement of Development; and (b) construction of the Development above ground level and to at least first floor level together with the completion of the laying of the first floor slab in accordance with the first floor plan of the Development at Plan 7 and “Substantially Implement” shall be construed accordingly
“Travel Plan”		means the travel plan to be prepared in accordance with Schedule 5
"Travel Plan Co-Ordinator"		means the person employed from time to time by the Developer to oversee that the provisions of the Travel Plan obligations set out in this Agreement are being complied with
"Travel Objectives"	Plan	means modal share targets to achieve reductions in the total number of single occupancy car journeys to and from the Development by home team supporters and staff employed by the home team at Selhurst Park stadium. The developer will seek to reduce single occupancy car journeys to and from the stadium with a 5% year on year reduction in the total number of single occupancy car journeys from the figure identified by the baseline travel bond survey for the first five (5) years after completion of the travel bond survey.
“Vulnerable Disadvantaged Residents”	and	means residents of the London Borough of Croydon from any of the following groups: (i) people with a disability or long term health condition (ii) young people, including looked after children, under the age of twenty four (24) years old; (iii) long-term unemployed or economically inactive (over 1 (one) year); (iv) people at risk of poverty and/or exclusion as defined by the Council’s prevailing criteria (including BAME, ex-offenders, priority

wards and lone parents); or

(v) people over fifty five (55) years old

These groups of vulnerable and disadvantaged residents may be updated by the Council with the Developer's agreement to include others

"Whitehorse Lane Crossing Assessment Contribution" means the sum of five thousand pounds £5,000 (Index Linked) payable by the Developer to the Council

"Working Day" means a day other than a Saturday or Sunday or public holiday in England

NOW THIS DEED WITNESSETH as follows:-

2 Enabling Powers & Interpretation

- 2.1 This Agreement firstly constitutes a planning obligation for the purposes of section 106 of the Act, and secondly is also entered into pursuant to section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, section 16 of the Greater London Council (General Powers) Act 1974, and any other enabling powers. Where an obligation in this Agreement is not a planning obligation, it is entered into as a contract between the Parties.
- 2.2 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.3 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 2.4 A reference to a company shall include any company, corporate or other body corporate, wherever and however incorporated or established.
- 2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders plans regulations permissions and directions made under such statute or deriving validity therefrom.
- 2.7 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

- 2.8 An obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.
- 2.9 An obligation in this Agreement on a Party to do any act, matter or thing includes an obligation to procure that it be done.
- 2.10 Where in this Agreement any action, approval, consent, direction, authority, or agreement is required to be taken, given, or reached by any Party hereto any such action, approval, consent, direction, authority, or agreement shall not be unreasonable or unreasonably withheld or delayed.
- 2.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.12 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 2.13 Where in this Agreement reference is made to "Match Days" it is for the Parties to agree how such match days are identified. Different "Match Days" may be relevant for the purposes of different covenants in this Agreement. Agreement may be reached by season, or in relation to certain types of matches only, or any other method the Parties may agree.
- 2.14 Any reference in this Agreement to an action to be taken by the Developer or the Council by or within any particular time period, trigger event or milestone shall be capable of being varied by agreement between the parties.
- 2.15 Where a Force Majeure Event occurs then there shall be a presumption that any time period, trigger event or milestone referred to in this Agreement will be varied pursuant to clause 2.14 by reference to the period of delay occasioned by the Force Majeure Event. Each Force Majeure Event shall be evidenced by the party seeking to rely on the Force Majeure Event with evidence satisfactory to the other party.
- 2.16 Where a Force Majeure Event occurs which prevents hinders or delays the Developer's ability to comply with its on-going obligations, in part or in full and pre or post Occupation, there shall be a presumption that the requirement for compliance is suspended until such time as the Force Majeure Event has passed to the extent that it no longer reasonably impacts the ability of the Developer to comply with those on-going obligations, in part or in full, subject to the following requirements:
- 2.16.1 The Developer, as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, must notify the Council in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and

the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

2.16.2 The Developer shall submit to the Council a proposed timetable of actions no later than 14 days after the Developer has notified the Council of the Force Majeure Event in accordance with 2.16.1 setting out how the Developer intends to achieve full compliance as soon as reasonably practicable after the Force Majeure Event has passed to the extent that it no longer hinders, prevents or delays the Developer's ability to comply with its obligations.

2.17 In respect of clause 2.16.2 the parties recognise that for the purposes of the COVID19 pandemic it is likely to be difficult to set a definitive timetable of actions given the evolving nature of this particular Force Majeure Event. Whilst the COVID19 pandemic affects the Developer's ability to comply with any of its obligations, the Developer's timetable of actions shall record its current understanding of the position and must be updated as soon as reasonably practicable once applicable legislation or guidance has been issued by a relevant organisation or body and a realistic timetable and identified actions can be produced. In any event, the timetable of actions shall be reviewed and if necessary updated and submitted to the Council at no less than 3 month intervals beginning with the date on which the Developer submits its first timetable of actions under 2.16.2, notwithstanding that the COVID19 pandemic may be subsisting and there remains a lack of certainty as to a definitive end date.

2.18 The parties may agree to adopt clause 2.17 in relation to subsequent Force Majeure Events if the circumstances of the event are also of a nature where the event evolves over a period of months and there is a lack of certainty as to a definitive end date.

3 Application of Section 106 of the Act

3.1 It is hereby agreed that the covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act save for the obligation contained at paragraph 1.2 of Schedule 2 of this Agreement which is entered into under section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and that the Council is the local planning authority by whom these may be enforced.

3.2 Both the positive and restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that the same shall be enforceable against the Developer and against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest created after the date hereof in the Site or any part or parts thereof (save for where the exceptions specified in this Agreement apply).

3.3 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Site or the part to which the breach relates

but without prejudice to its liability for any subsisting breach arising prior to parting with such interest.

- 3.4 The land bound by this Agreement is the land referred to in Recitals B, C, D and E. It is the intention of the parties that the land referred to in Recitals F, G, I and K will be bound at a later date in accordance with clauses 3.7, 3.8, and 3.11 below.
- 3.5 The Council enters into this Agreement as landowner in respect of those parts of the Site referred to in Recitals B and C so as to bind those parts of the Site into the planning obligations in this Agreement for the purposes of Section 106 of the Act. No planning obligations shall, however, be enforceable against the Council in respect of those parts of the Site. Should the Developer (or another) acquire a legal interest in those parts of the Site then the planning obligations herein will be binding on the Developer (or any other) as if the Developer (or any other) had been an original covenanting party.
- 3.6 The obligations in this Agreement shall not be binding on:
- (a) any Statutory Undertaker or other person who acquires any part of the Site or interest therein solely for the purpose of supply of electricity, gas, water, drainage, telecommunications services or public transport services or anyone whose only interest in the Site or any part of it is in the nature of an easement or wayleave; or
 - (b) any occupier save for the post Occupation obligations in Schedule 3 paragraph 1.1.5 and Schedule 5 paragraph 1.7
- 3.7 Unless otherwise agreed with the Council, the Developer covenants not to initiate the Development by carrying out a material operation as defined in section 56(4) of the 1990 Act, including those works excluded from the definition of Commence, on any part of the Site owned by Sainsbury's Supermarkets Limited and/or Sainsbury's Property Scottish Partnership not bound by this deed until a confirmatory deed (substantially in the form attached at Appendix 4 hereto) has been entered into binding their respective interests in such part of the Site (save any land which the Council agrees should not be so bound) with the obligations set out in this Agreement and save in respect of the Sainsbury's Car Park in respect of which the confirmatory deed shall reflect the intention of the Parties set out in clause 3.11 below.
- 3.8 Unless otherwise agreed with the Council, the Developer covenants not to initiate the Development by carrying out a material operation as defined in section 56(4) of the 1990 Act, including those works excluded from the definition of Commence, on the land referred to in Recital I until a confirmatory deed has been entered into binding the freehold interests in such part of the Site (save any land which the Council agrees should not be so bound) with the obligations set out in this Agreement.

- 3.9 The Parties to this Agreement agree that, upon any land owner within the Site entering into a confirmatory deed with the Council pursuant to section 106 of the Act, all references to Developer shall from the date of that confirmatory deed be interpreted as including reference to that land owner and its land.
- 3.10 The Developer will provide to the Council (at the address set out in this Agreement or to any alternative address as shall be notified by the Council) a copy of any confirmatory deed (as is referred to in clauses 3.7 and 3.8) within ten Working Days of its completion.
- 3.11 It is agreed and declared that save for Statutory Undertakers, and save in respect of the Sainsbury's Car Park (and as may be otherwise agreed) the intention of the Parties is that all freehold owners of land within the Site upon which the Planning Permission is to be undertaken shall be bound by the obligations set out in this Agreement. In respect of the Sainsbury's Car Park, it is the intention of the Parties, subject to the agreement by Sainsbury's Supermarkets Limited and Sainsbury's Property Scottish Partnership, that the Sainsbury's Car Park is only bound by the obligations in Schedule 4 paragraphs 7 and 8, Schedule 5 paragraph 1.7 and Schedule 6 paragraph 4 and then only in so far as compliance is required with the approved match day coach parking scheme (Schedule 4 paragraph 7), the approved Car Parking Management Plan (Schedule 4 paragraph 8), the Travel Plan (Schedule 5 paragraph 1.7) and Vehicle Control Measures (Schedule 6 paragraph 4).

4 Conditionality

- 4.1 This Agreement is conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of clauses 4.1.2.1, 9.1 and 10.1 which shall come into effect immediately upon completion of this Agreement.

5 Developer's Covenants with the Council

- 5.1 The Developer, on behalf of itself and its successors in title to its interest in the Site, covenants with the Council:-
- 5.1.1 to comply with each obligation, covenant and undertaking contained in Schedule 1 to Schedule 6;
- 5.1.2 to notify the Council:-
- 5.1.2.1 upon letting of the contract for the construction of the Main Stand;
- 5.1.2.2 upon Commencement of Development; and
- 5.1.2.3 upon first Occupation

6 Obligations of the Council

6.1 The Council hereby covenants with the Developer:

6.1.1 to observe and perform the covenants contained in Schedule 7 and any covenants to be discharged by the Council in Schedules 1- 6.

6.1.2 to issue the Planning Permission immediately on completion of this Agreement.

7 Indexation of Contributions

7.1 Any financial contributions payable to the Council under this Agreement (save for the payment of the Council's costs pursuant to clause 11 and the CCTV Contribution) shall be Index Linked from the date of this Agreement until the date on which such sum is paid.

8 Interest

8.1 Where any sum or amount payable to the Council under this Agreement has not been paid within 14 days of the date on which it is due, the Developer shall pay the Council interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time in force on that amount for the period from the due date to (and including) the date of payment.

9 Value Added Tax ("VAT")

9.1 All considerations given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

10 Registration

10.1 This Agreement shall be registered by the Council as a Local Land Charge.

10.2 On the written request of the Developer at any time after any 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.

11 Payment of Council's Costs

11.1 The Developer agrees to pay the Council its proper and reasonable legal costs incurred in preparing and settling this Agreement prior to completion of this Agreement.

12 Notices

12.1 Any notice (or other communication) required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery

or by commercial courier, to any person required to receive the notice (or communication) at its address as set out below:

Council: Bernard Weatherill House, 8 Mint Walk, Croydon, CR0 1EA
Development.Management@croydon.gov.uk

Developer: CPFC Limited at the address set out above and marked “for the attention of the CEO” or as otherwise specified by the relevant Party by notice in writing to each other Party.

13 Disputes

- 13.1 If any dispute arises out of this Agreement, the dispute may be referred to an expert (the “Expert”) with a minimum of 10 years’ experience in the relevant field appointed jointly by the Parties but in default of such agreement such appointment shall be made by the President for the time being of the Law Society.
- 13.2 The procedure to be followed in any dispute resolution shall be that written submissions shall be exchanged between the Parties and served upon the Expert within 21 days of the appointment of the Expert with any response to be exchanged between the Parties and served upon the Expert within 14 days of the date that the first submissions were served upon the Expert.
- 13.3 The findings of the Expert including any finding in respect of costs shall be binding upon all Parties save in the case of manifest material error or fraud and costs shall be at the discretion of the Expert.
- 13.4 The provisions of this clause shall not affect the ability of the Parties to seek recourse through the Courts.

14 Determination of the Agreement

- 14.1 This Agreement (with the exception of clause 10) shall cease to have effect if (insofar only as it has not already been complied with) the Planning Permission expires prior to Commencement of Development, is varied or revoked other than at the request of the Developer or is quashed following a successful legal challenge.

15 Ownership

- 15.1 Nothing contained or implied in this Agreement shall prejudice, fetter, restrict or affect the Council’s powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice, fetter, restrict or affect any provisions, rights, powers, discretions, responsibilities, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the 1990 Act or as a local authority generally and its rights, powers, discretions, responsibilities, duties and obligations under all public and

private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

16 Future Permissions

- 16.1 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) granted after the date of the Planning Permission.

17 Waiver

- 17.1 The failure by any Party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule or Appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement PROVIDED that in the exercise of its powers pursuant to this clause 17 the Parties will have due regard to the impact of any Force Majeure Event on the performance by the Parties in performing or observing any of the covenants undertakings or restrictions in this Agreement.

18 Data Protection

- 18.1 The Parties to this Agreement acknowledge and agree that information as to compliance with obligations pursuant to this Agreement (including as to whether or not contributions have been paid) may be passed to:
- 18.1.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further; and
- 18.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

19 Third Party Rights

- 19.1 The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

20 Governing Law

- 20.1 This Agreement is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the Courts of England.

In Witness whereof the Parties hereto have executed this Agreement as a deed on the day and year first before written

Executed as a deed by [)
])
as attorney for THE MAYOR AND)
BURGESSES OF THE)
LONDON BOROUGH OF CROYDON in the)
presence of: []

as attorney for THE MAYOR AND BURGESSSES
OF THE LONDON BOROUGH OF CROYDON

.....

Signature of witness:

Witness full name (in BLOCK CAPITALS):

Witness address:
.....

EXECUTED as a deed)
by **CPFC LIMITED** acting by a director and)
its secretary or)
two directors:-)
)

Director

Director/Secretary

Schedule 1

DWELLINGS

1 PURCHASE OF DWELLINGS AT WOODERSON CLOSE

- 1.1 The Developer shall give a minimum of twelve (12) months' notice to the Council of its intention to purchase the freehold of the Social Housing Land, 30 Wooderson Close and associated highway land in Wooderson Close as shown on Plan 3.
- 1.2 Subject to compliance by the Developer with paragraph 1.3 of this Schedule, the Council and the Developer shall agree the dates, price and terms of purchase of the Social Housing Land and vacant possession, and such dates may be different for each dwelling comprising the Social Housing Land.
- 1.3 Unless otherwise agreed, prior to Commencement the Developer shall purchase the freehold interest of the Social Housing Land, 30 Wooderson Close and associated highway land.

2 NO NET LOSS OF EQUIVALENT AFFORDABLE HOUSING

- 2.1 The Developer shall meet any reasonable additional cost incurred by the Council in meeting the obligation contained in Schedule 7 Paragraph 5 (acquisition of five equivalent four bedroomed houses in the London Borough of Croydon for dedicated Affordable Housing the "replacement dwellings") to include without limitation in addition to the purchase price of the dwellings, the Council's reasonable conveyancing, surveyor's, estate agent's and administrative costs.
- 2.2 Any claim made by the Council to the Developer pursuant to paragraph 2.1 shall be accompanied by evidence of the cost incurred including invoices and timesheets where applicable.
- 2.3 The Parties agree that a mechanism for establishing what is a "reasonable additional cost" for the purposes of paragraph 2.1 above will be set out in a separate agreement that the Parties will enter into in connection with the purchase by the Developer of the Social Housing Land from the Council.
- 2.4 The Council may not make a claim from the Developer pursuant to paragraph 2.1 unless and until the separate agreement referred to in paragraph 2.3 above has been entered into.
- 2.5 The Parties agree that the replacement dwellings may be coincident with 5 out of the 6 additional dwellings referred to in paragraph 3 below subject to the Parties identifying such dwellings, and agreeing the specification, terms, and all other matters.

3 NO NET LOSS OF DWELLINGS

- 3.1 The Developer shall construct or procure the construction of a minimum of six replacement dwellings (being a minimum of 595sqm GIA floor area in total) so as not to result in a net loss of homes or residential land in the London Borough of Croydon (“6 additional dwellings”).
- 3.2 The Developer shall incorporate all of the 6 additional dwellings at Selhurst Park unless, having undertaken a study into the viability of the dwellings being incorporated on the Site and such study having been provided to the Council, the Developer and the Council agree that some or all of the 6 additional dwellings cannot reasonably be provided at Selhurst Park owing to any valid planning reason or other consideration then the Developer shall be required to deliver those dwellings in the wards surrounding Selhurst Park. If an appropriate site for all or any of the 6 additional dwellings cannot reasonably practicably be found in the wards surrounding Selhurst Park, then such dwellings may be constructed elsewhere in the Borough.
- 3.3 Prior to Commencement of Development, the Developer shall submit to the Council for the Council’s approval in writing a scheme, the ““No Net Loss of Dwellings Scheme” (NNLD Scheme)” which makes provision for the 6 additional dwellings in accordance with sub-paragraphs 3.1 and 3.2.
- 3.4 The NNLD Scheme shall incorporate the following unless otherwise agreed by the Council in writing:
- 3.4.1 a separate valid planning application for the provision of the 6 additional dwellings that are not part of an extant unimplemented planning permission; and
- 3.4.2 a planning statement as part of the planning application outlining how the NNLD scheme meets the requirements of sub-paragraph 3.1.
- 3.5 Unless otherwise agreed Substantial Implementation shall not occur unless and until the planning permission for the 6 additional dwellings approved as part of the NNLD Scheme or as otherwise agreed has been implemented by the Developer carrying out a material operation.
- 3.6 Subject to paragraph 3.7 and/or unless otherwise agreed between the Developer and the Council first Occupation will not take place unless and until the 6 additional dwellings approved as part of the NNLD Scheme or as otherwise agreed have been practically completed.
- 3.7 To the extent that the planning permission for the 6 additional dwellings differs from the NNLD Scheme as approved, or if a section 73 or section 96A approval for the 6 additional dwellings differs from the NNLD Scheme as approved, or as otherwise agreed, the Developer shall submit to the Council, for the Council’s approval, written notification that, in its view, the 6 additional dwellings remain compliant with paragraphs 3.1 to 3.2 namely:
- (a) The number of additional dwellings to be provided is 6;

- (b) The 6 additional dwellings have a minimum of 595sqm GIA floor area in total;
 - (c) The 6 additional dwellings are to be constructed at Selhurst Park or elsewhere in the Borough.
- 3.8 If paragraph 3.7 is engaged, then the Developer will commence and practically complete the 6 additional dwellings having received the agreement of the Council in writing that the 6 additional dwellings remain compliant with paragraphs 3.1 to 3.2.
- 3.9 Where pursuant to paragraph 3.7 the Developer has served written notification on the Council seeking its approval, then the Council shall provide its agreement (or otherwise) in writing for the purposes of paragraph 3.8 within 20 Working Days of receipt of the said written notification. Should the Council during the course of determination of any planning application, or any section 73 or section 96A approval for the 6 additional dwellings that differs from the NNLD Scheme take a view that once any such permission or approval is issued the 6 additional dwellings will not remain compliant with paragraphs 3.1 to 3.2 then it shall be under an obligation to so advise the Developer within that said 20 Working Days of forming such a view.
- 3.10 Nothing in paragraphs 3.4 – 3.9 shall prevent the Developer from identifying land within a larger redevelopment site for the delivery of the 6 additional dwellings, which redevelopment site may be brought forward by another developer or landowner, and the 6 additional dwellings may form part of a larger planning application.

Schedule 2

FINANCIAL CONTRIBUTIONS

1 The Developer covenants with the Council as follows:

1.1 Carbon Offset Contribution

1.1.1 To pay the Carbon Offset Contribution prior to first Occupation of the Development.

1.1.2 Not to Occupy the Development until the Carbon Offset Contribution has been paid in accordance with paragraph 1.1.1 of this Schedule.

1.2 Monitoring Costs

1.2.1 To pay the Monitoring Fee of £31,500 (Thirty-one thousand and five hundred pounds) prior to first Occupation of the Development.

1.2.2 Not to Occupy the Development until the Monitoring Fee has been paid in accordance with paragraph 1.2.1 of this Schedule

1.3 Local Employment and Training Strategy Contributions

1.3.1 To pay the Local Employment and Training Strategy Construction Phase Contribution within ten (10) Working Days of the letting of the construction contract for the Main Stand.

1.3.2 To pay the Local Employment and Training Strategy Operational Phase Contribution prior to Occupation of the Development.

1.4 Masterplan Regeneration Contribution

1.4.1 To pay the Masterplan Regeneration Contribution on or before forty (40) Working Days after the date of this Agreement.

1.5 Highway Signage and Public Transport Access Improvement Contribution

1.5.1 To pay the Highway Signage and Public Transport Access Improvement Contribution on or before ten (10) Working Days after Substantial Implementation of the Development

1.6 Pedestrian Comfort Level Assessment Contribution

1.6.1 To pay the Pedestrian Comfort Level Assessment Contribution on or before ten (10) Working Days after Substantial Implementation of the Development

1.7 Whitehorse Lane Crossing Assessment Contribution

1.7.1 To pay the Whitehorse Lane Crossing Assessment Contribution within six (6) months of Commencement.

1.8 Cycle Routes Contribution

1.8.1 To pay the Cycle Routes Contribution within six (6) months of Commencement.

1.9 Station Management Plans Contribution

1.9.1 To pay the First Station Management Plans Contribution within six (6) months of Commencement.

1.9.2 To pay the Second Station Management Plans Contribution prior to first Occupation.

1.9.3 Not to Occupy the Development until the Station Management Plans Contribution has been paid in accordance with paragraphs 1.9.1 and 1.9.2 of this Schedule

1.10 Controlled Parking Zone Assessment and Consultation Contribution

1.10.1 To pay the Controlled Parking Zone Assessment and Consultation Contribution on Commencement. This Contribution is to fund a review of and the consultation upon a proposed controlled parking zone in an area to be determined which lies within a maximum of 1.5km radius of the Site in accordance with Schedule 7 paragraph 9.

1.11 Controlled Parking Implementation and Operational Delivery Contribution

1.11.1 To pay the Controlled Parking Implementation and Operational Delivery Contribution should it be payable in accordance with the provisions of paragraph 5 of Schedule 4. This contribution is to fund the implementation and thereafter the ongoing revenue cost of a match day controlled parking zone.

1.12 CCTV Contribution

1.12.1 12 months prior to first Occupation, to carry out and submit in writing for approval to the Council an operational requirement assessment in line with the Centre for the Protection of National Infrastructure guidance indicating the plan, location and number of CCTV cameras required in connection with the Development.

1.12.2 Based on the content of the assessment, to agree with the Council the cost of provision and installation of the cameras.

- 1.12.3 Once agreement has been reached pursuant to paragraph 1.13.1, to pay to the Council the CCTV Contribution six months prior to first Occupation.
- 1.12.4 In default of agreement in relation to any matter pursuant to paragraphs 1.13.1 – 1.13.2 the Parties may refer the matter to dispute resolution pursuant to clause 12. If any matter is referred to dispute resolution pursuant to this paragraph and the date of first Occupation has passed then the date for payment referred to in paragraph 1.13.3 shall be automatically extended to the date of the Expert's determination plus 10 Working Days.

Schedule 3

LOCAL EMPLOYMENT AND TRAINING STRATEGY

1 The Developer covenants with the Council as follows:

1.1 Local Employment and Training Strategy

1.1.1 That it shall at least three months prior to the Commencement of Development submit a Local Employment and Training Strategy (in accordance with the provisions set out below) for the Council's written approval and no Development can be Commenced until the same has been so approved, save that the Local Employment and Training Strategy may at the Developer's election be divided into a construction phase and an operational phase, and if so only the former needs to be submitted and approved prior to the Commencement of Development. The latter shall in those circumstances be submitted and approved at least three months prior to Occupation, and the Development shall not be Occupied until the operational phase Local Employment and Training Strategy is approved.

1.1.2 To use reasonable endeavours to comply with the approved Local Employment and Training Strategy including the targets referred to in paragraphs 1.1.3 and 1.1.4 below.

1.1.3 The Local Employment and Training Strategy shall set out the programme for advertising jobs in the Council's area to maximise local recruitment within the London Borough of Croydon during the Development and such strategy is to include (but is not limited to) the following and the Developer shall use reasonable endeavours to implement the same. The Local Employment and Training Strategy may include different details for the construction and operational phases of the Development:

- (a) The approach the Developer will take to promote and deliver employment, training and apprenticeship outcomes.
- (b) Details of how performance against targets will be monitored.
- (c) Calculation and identification of the minimum objective number of total jobs created by the construction phase with a quarterly forecast of the number of jobs likely to be created or such other forecasting period as may be agreed. The Developer will target that 34% or greater of the total number of new jobs created by the construction phase shall be filled by residents within the London Borough of Croydon.
- (d) Calculation and identification of the minimum objective number of total jobs created by the operational phase. The Developer will target that 34% or greater of the total

number of new jobs created by the operational phase shall be filled by residents within the London Borough of Croydon.

- (e) Commitment to working with Croydon Works (or a suitable alternative in the event that Croydon Works no longer exists) in the first instance in order to fill any vacancies, and advising Croydon Works of the approximate start dates for the vacancies. All vacancies shall be advertised solely through Croydon Works for a minimum of 10 days.
- (f) The commitment by the Developer (and/or through its contractors and subcontractors), to offer, as a minimum, an average of one work-based training opportunity / apprenticeship (of a minimum duration acceptable to the Council but not in any event exceeding the duration of the construction phase) for every £1,000,000 (one million pounds) spend on the construction of the Development but subject to a maximum of 10 work-based training opportunities/apprenticeships. Apprenticeships must be accredited, recognised apprenticeships and delivered by accredited training providers.
- (g) Demonstrate a commitment to health and safety training for staff.

1.1.4 In the event that Croydon Works is unable to assist the Developer in achieving the local labour target and this is so notified by the Council, then only at that point shall the Developer be at liberty to use alternative means of sourcing recruitment in order to achieve the 34% targets.

1.1.5 The Local Employment and Training Strategy once approved shall become effective and the Developer shall implement the same immediately and thereafter shall submit to Croydon Works on a quarterly basis during construction, and for the first twelve months following Occupation, monitoring reports to demonstrate to the Council that the Developer is using reasonable endeavours to ensure that the targets sets out in paragraphs 1.1.3 and 1.1.4 above are being met in practice.

1.1.6 The Developer further covenants with the Council that it will actively engage with the Council to seek accreditation under the Croydon Good Employer scheme (or any other subsequent scheme prevailing at the time when any part of the Planning Permission is being Commenced).

1.1.7 The Developer covenants with the Council to use reasonable endeavours (working in conjunction with Croydon Works) at all times to seek to ensure that some vacancies are filled by Vulnerable and Disadvantaged Residents.

1.1.8 The Developer shall submit to the Council a methodology specifying how local suppliers, businesses and companies within the London Borough of Croydon are to be:

- 1.1.8.1 provided with information about the Development; and
 - 1.1.8.2 provided with the opportunity to tender for all appropriate contracts or sub contracts that arise from the Development.
- 1.1.9 The Developer shall submit to the Council prior to Commencement of Development a tender event schedule detailing the list of work packages being offered to competitive tender during construction including timeframes, and value of packages. The methodology referred to in clause 1.1.8 above shall include (but is not limited to):
- 1.1.9.1 Developer's participation in business support initiatives
 - 1.1.9.2 Developer's participation in supply chain activities
 - 1.1.9.3 Supply chain support activities such as 'Meet the buyer' type of events.
 - 1.1.9.4 The provision by the Developer of an on line information portal about the Development AND the opportunity to tender for all appropriate contracts or sub contracts that arise from the Development.
- 1.1.10 The obligations in this Schedule 3 relating to the construction phase shall cease on Occupation, and the obligations in this Schedule 3 relating to the operational phase shall cease on the 12 month anniversary of Occupation.

Schedule 4

HIGHWAYS AND TRANSPORT

- 1 The Developer covenants with the Council as follows:
 - 1.1 The Developer shall submit a detailed design, methodology and programme for the delivery of the Off-Site Highways Works for approval by the Council.
 - 1.2 Not to:
 - 1.2.1 Unless otherwise agreed, Substantially Implement until the Highways Agreement has been entered into with the Council to provide for the carrying out of the Off-Site Highway Works; or
 - 1.2.2 Unless otherwise agreed, Occupy or permit Occupation of the Development unless and until the Off-Site Highway Works have been completed in accordance with the Highways Agreement.
 - 1.3 Unless otherwise agreed the Developer shall give to the Council at least 4 weeks advance notice in writing of its intention to carry out any part of the Off-Site Highway Works.
- 2 Not to commence the Off-Site Highway Works until the Highways Agreement has been entered into with the Council.
- 3 Not to commence the S247 Order Works unless the S247 Order has been made and the statutory review period for the same has expired and it not having been challenged, or having been challenged, the S247 Order has been upheld.
- 4 Following the Council discharging its obligation pursuant to paragraph 14 of Schedule 7, and on completion of the review undertaken by the Council (which it shall share with the Developer in full within 30 Working Days of completion of the review) the Council will determine whether the Council should introduce any parking and waiting restrictions to a maximum 1.5 kilometres radius of the Development through the introduction or amendment of one or more Controlled Parking Zones (CPZ's) in order to dissuade Match Day parking. The Council in so determining will be mindful of the Match Day parking requirements for those with a registered disability.
- 5 If the Council determines to introduce or amend one or more CPZ's pursuant to paragraph 4 above then the Controlled Parking Implementation and Operational Delivery Contribution shall be payable within 28 days of receipt by the Developer of the completed review undertaken by the Council or notification of the Council's determination whichever is the later, but the contribution shall not be payable before first Occupation.

- 6 Following first Occupation of the Development, a study relating to the Match Day performance of road junctions and pedestrian safety at the junctions of South Norwood Hill/Whitehorse Lane and South Norwood Hill/High Street shall be undertaken and proposed management measures shall be brought into place through the use of appropriately trained stewards being provided by the Developer on Match Days at those junctions. This obligation can be reviewed if the performance of the road junctions, or pedestrian safety requirements, change or there is any other material change in circumstances and any such review will be funded by the Developer.
- 7 To commission and/or undertake a study to identify options for Match Day coach parking both at the Site and within a 1.5 kilometre radius of the Site, such study to be submitted to the Council for consideration and thereafter to devise and submit to the Council for its approval a scheme for Match Day coach parking and prior to Occupation of the Development to implement the approved Match Day coach parking scheme. For the avoidance of doubt the scheme may only include coach parking on the Sainsbury's Car Park, if such parking is specifically agreed to by Sainsbury's Supermarkets Limited.
- 8 Having consulted with Sainsbury's Supermarkets Limited, Transport for London and the Metropolitan Police in advance to devise and submit to the Council for its approval a Car Parking Management Plan such plan to incorporate the following:
 - (a) Arrangements for all car park spaces at the Site to be allocated to known persons/vehicles prior to arrival on Match Days and agreed Event Days
 - (b) Arrangements for a separate charge for spectators/visitors utilising the Sainsbury's Car Park in the period when the Sainsbury's store is closed on Match Days
 - (c) A plan or plans at suitable scale and with appropriate detail to present pictorially how the Car Parking Management Plan is intended to be implemented both on Match Days and agreed Event Days
 - (d) Observation of the Transport for London guidance on car park management plans
 - (e) Physical and management measures to ensure that pedestrians and cyclists can use the Site's car parks safely and efficiently.and prior to Occupation of the Development to implement the approved Car Parking Management Plan.
- 9 For the avoidance of doubt the Car Parking Management Plan may only include car parking on the Sainsbury's Car Park, if such parking is specifically agreed to by Sainsbury's Supermarkets Limited and Sainsbury's Property Scottish Partnership, and such agreement having been sought by the Developer no less than 6 months prior to Occupation of the Development and consistent with Sainsbury's Supermarkets Limited's planning permission from time to time.

Schedule 5

TRAVEL PLAN

- 1 The Developer covenants as follows:
 - 1.1 That it shall within six (6) months prior to Occupation submit to the Council, for the Council's written approval, an Interim Travel Plan to be prepared in accordance with the Framework Travel Plan to encourage sustainable modes of transport.
 - 1.2 That the Interim Travel Plan referred to in paragraph 1.1 above shall be prepared in accordance with the relevant Transport for London best practice guidance prevailing at that time.
 - 1.3 That no Occupation of the Development can take place until such time as the Interim Travel Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed), in consultation with Transport for London.
 - 1.4 That the Developer will undertake a baseline travel plan bond survey of home supporters and staff employed by the home team at Selhurst Park Stadium at the first home senior men's football match league game, unless otherwise agreed in writing by the Council. The baseline travel plan bond survey shall be submitted to the Council within one month of the surveyed match for the Council's written approval. The baseline travel plan bond survey shall determine the baseline modal split as well as the number of single occupancy car journeys.
 - 1.5 That the Travel Plan shall be submitted to the Council for approval within 2 months of the Council having approved the baseline travel plan bond survey pursuant to paragraph 1.4 above. The Council shall consult with Transport for London upon the submitted Travel Plan prior to the approval of the Travel Plan.
 - 1.6 That the Travel Plan submitted to the Council shall include (but not be limited to) the following:
 - 1.6.1 identification of measures and initiatives to achieve the Travel Plan Objectives
 - 1.6.2 targets for a 5% year on year reduction in the total number of single occupancy car journeys from the figure identified by the baseline travel bond survey for the first five (5) years after completion of the travel bond survey and other appropriate increases in walking cycling and use of public or shared transport
 - 1.6.3 a survey of cycle parking usage and the provision of increased and secure cycle parking at the Site
 - 1.6.4 methodologies for the measurement and monitoring of the Travel Plan and the Travel Plan Objectives

1.6.5 methodologies for reviewing the Travel Plan and the Travel Plan Objectives

1.6.6 details of the Travel Plan Coordinator.

1.7 The Developer shall implement, operate and comply with, and secure continuous operation of, the approved Interim Travel Plan or once approved the Travel Plan for a period of six (6) years commencing from the date of first Occupation of the Development. Once approved the Travel Plan will supersede the Interim Travel Plan.

1.8 The Developer shall carry out reviews of the Travel Plan annually on the anniversary of the implementation of the Travel Plan for at least five (5) years in accordance with the review methodology set out in the Travel Plan.

1.9 The Developer will undertake an annual travel plan bond review survey at the first home senior men's match versus a premiership or football league club on the date nearest the anniversary of the survey undertaken in accordance with paragraph 1.4 for the first five (5) years after completion of the survey completed in accordance with paragraph 1.4, unless otherwise agreed in writing by the Council. Each travel plan bond review survey shall be submitted to the Council within one month of the surveyed match for the Council's written approval.

1.10 The Developer shall enter into and complete a travel plan bond not later than 10 months after approval of the Travel Plan for securing the performance of its Travel Plan obligations hereunder, such bond to be in the form or substantially the form set out in paragraph 1.11 of this Schedule and with a bondsman approved by the Council and in the sum of two hundred and fifty thousand pounds £250,000.00, such bond to be cancelled only after the elapse of the six years commencing from the date of first Occupation of the Development

1.11

BY THIS BOND the.....of
.....

(hereinafter called "the Surety") is held and firmly bound to LONDON BOROUGH OF CROYDON (hereinafter called "the Council") in the sum of (£250,000.00) to be paid to the Council for the payment of which sum the Surety binds itself and its successors

WHEREAS

(1) By an Agreement dated 2020 and made between (1) CPFC LIMITED (Company Number 07270793) whose registered office is at Selhurst Park Stadium, Holmesdale Road, London, SE25 6PU(the "Developer") (hereinafter called "the Developer") and (2) the London Borough of Croydon (the "Council") ("the Main

Agreement”), the Developer covenanted to implement, operate and comply with, and secure continuous operation of, the Approved Travel Plan for a period of five years commencing from the date of first Occupation of the Development as detailed in the Main Agreement at Schedule 5

- (2) By the provisions of the Main Agreement the Developer agreed to provide a bond to secure its obligations under the terms of the Main Agreement in respect of the implementation, operation and compliance with, and securing continuous operation of, the Approved Travel Plan for a period of five years commencing from the date of first Occupation of the Development and the Developer now intends to discharge such obligation

NOW THIS DEED WITNESSETH

- 1 The Surety is hereby bound to the Council in the sum of Two Hundred and Fifty Thousand Pounds (£250,000.00) ("the Bond Figure").

TRAVEL PLAN BOND FORMULA

The amount that Croydon Council can withdraw in a given year is:

$$y = (- (q/p)^2 + 1) \times N$$

Where:

y = payout amount per year, maximising at 1/5th of total bond amount

p = Target percentage change from base number of single occupancy car journeys.

q = Actual percentage change from base number of single occupancy car journeys.

N = maximum payout amount per year, which is 1/5 of total bond amount (assumed to be £50,000)

EXECUTED AND DELIVERED as a Deed this day of 202-

THE COMMON SEAL of)
(name of Surety))
was hereunto affixed)
in the presence of:-)

.....

Director

.....

Director/Secretary

1.12 The Developer shall pay the sum of £2,712.00 to the Council prior to Occupation as a contribution to the cost of the Council monitoring the Travel Plan.

Schedule 6

FURTHER DEVELOPER OBLIGATIONS

The Developer Covenants as follows:

COMMUNITY FACILITIES

- 1 To provide accommodation of no less than 60 sqm for the Palace for Life Foundation at the Site or off-site within 1.5km walking distance of the Site throughout the construction of the Development, and to provide such accommodation at the Site upon Occupation at nominal cost and, subject to availability, to provide such accommodation for any defined local community organisations (i.e. having charitable or similar status and being based in the London Borough of Croydon) and which shall be available other than on Match Days and Event Days, in each case for three hours before the event until three hours after the end of the event.

- 2 **TV and Radio Mitigation**
 - 2.1 The Developer covenants with the Council that it shall (at its own expense):

 - 2.2 Within one month of Structural Completion of the Development:
 - (a) carry out the Second Survey and submit the results to the Council within ten (10) Working Days of completion of the Second Survey report; and

 - (b) if the Second Survey results demonstrate that there is Deterioration to one or more residential properties and that such Deterioration is directly attributable to the impact of the Development, then the Developer will use best endeavours to complete all necessary Mitigation Works to the affected properties with Deterioration and reasonable endeavours to complete such works within two months of completion of the Second Survey.

- 3 **Retention of existing scheme architects**
 - 3.1 To use reasonable endeavours to retain the existing scheme architects as the appointed architect of the Development until its completion.

 - 3.2 That in the event that the existing scheme architects cannot be retained at acceptable and commercial and comparable rates as the architect of the Development then the Developer is to submit to the Council prior to the new architect's appointment, at least one alternative architect who is a reasonable replacement for the existing scheme architects, namely that they are RIBA qualified, and are able to deliver the Development to the same high quality standard as put forward in the Application for approval or otherwise in writing by the Council such approval not to be unreasonably withheld or delayed.

4 Vehicle Control Measures

- 4.1 Twelve months prior to Occupation the Developer shall prepare a scheme for vehicle control measures (“VCM Scheme”) and shall consult with the Metropolitan Police and the Council on the draft VCM Scheme.
- 4.2 The draft VCM Scheme shall include:
- 4.2.1 hard landscaping provision
 - 4.2.2 measures both within and beyond the Site
 - 4.2.3 Vehicle security barriers and traffic control measures which shall comply with WSP CPFC HVM 002
 - 4.2.4 A review of the existing Match Day Traffic Management Order(s), unless a recent Match Day Traffic Order has been completed which the Council, as confirmed in writing, considers sufficient
 - 4.2.5 Appropriate counter-terrorism measures/features
 - 4.2.6 A suitable design of the features to be utilised
- 4.3 Once the Metropolitan Police have identified their requirements a revised (as necessary) draft VCM Scheme shall be submitted to the Council for approval. The Developer shall not be at liberty to refuse any requirement required by the Metropolitan Police. The Council shall not be at liberty to refuse to approve the principle of any aspect of the draft VCM Scheme that is a Metropolitan Police requirement, but the Council may make reasonable requirements on its design and location (unless these are points of principle for the Metropolitan Police and the Metropolitan Police have demonstrated that the issue could not be resolved through the use of non-Council owned/controlled Land). Once approved and prior to Occupation, the Developer shall implement and fund the ongoing cost of the provision of the VCM Scheme.
- 4.4 If any aspect of the VCM Scheme is required by the Metropolitan Police on Sainsbury’s Car Park, or on any other third party land, not being highway land or made available for the purpose, then the Developer shall reach agreement with the landowner for the use of the said third party land.

5 Match Day and Event Day Litter Picking

- 5.1 Prior to Occupation of the Development, a scheme shall have been submitted to and approved by the Council requiring the Developer to provide for the collection of litter on the roads shown on Plan 5 between the Stadium and Selhurst, Thornton Heath and Norwood Junction stations on agreed Event Days and Match Days, which scheme shall include the Developer funding the

provision of litter bins of an agreed number and to an agreed specification on the roads shown on Plan 5. For the avoidance of doubt the litter bins need not be permanent fixed structures.

6 Provision of Temporary Street Urinals

- 6.1 Prior to Occupation of the Development, a scheme shall have been submitted to and approved by the Council providing a specification and number of temporary street urinals and defining the requirement for the Developer to provide, position on highway land on the roads shown on Plan 5 and recover on agreed Event Days and Match Days the temporary street urinals.

Schedule 7
COUNCIL'S OBLIGATIONS

- 1 The Council agrees with the Developer to act reasonably, properly and diligently in discharging all of its functions responsibilities and obligations under this Agreement and without prejudice to the generality the Council agrees:
 - 1.1 where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation; and
 - 1.2 the Council shall use reasonable endeavours to respond within ten (10) Working Days giving comments in respect of any plans, strategies, schemes, drawings or other documents submitted for approval or agreement under the Agreement.
- 2 The Council covenants with the Developer to pay all sums received from the Developer under the terms of this Agreement (save for the sum paid pursuant to clause 10) into an interest bearing account.
- 3 The Council covenants with the Developer to use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which these are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council shall agree provided that such purposes meet the tests set out in Recital M.
- 4 The Council shall manage all processes related to the transfer of tenants of the Social Housing Land to new premises, in accordance with the Mayor's draft Good Practice Guide to Estate Regeneration. The Council shall use the proceeds of sale of the Social Housing Land to purchase five four bedroomed houses in the London Borough of Croydon. The Council shall initially seek the four bedroomed houses in Selhurst ward, South Norwood and Thornton Heath wards. If it is not reasonably practicable to source the houses within these wards, it may seek the houses in the surrounding wards. If it is not reasonably practicable to source the houses locally, it may seek the houses elsewhere in the Borough.
- 5 The Council shall thereafter dedicate the five dwellings purchased pursuant to paragraph 5 of this Schedule as "affordable housing for rent" as that term is defined in the Croydon local plan.
- 6 The Council shall collaborate with the Developer and provide all reasonable assistance to the Developer in seeking to secure the stopping up of highway shown on Plan 2.
- 7 The Council shall use the Pedestrian Comfort Level Assessment Contribution to contribute to the cost of the undertaking of a Pedestrian Comfort Level Assessment in accordance with the

Mayor of London/Transport for London's "Pedestrian Comfort Guidance for London" Guidance Document 2010 (which is appended to this Agreement at Appendix 3) of potential pinch points around the Site on main pedestrian routes and outside key transport nodes as well as a review of options to mitigate the lack of width of the footways on Whitehorse Lane, Selhurst Road, Station Road, Thornton Heath High Street, and if any balance remains following receipt of such assessment to use such sum towards the cost of implementing measures recommended in the assessment to enhance pedestrian comfort or to mitigate adverse impacts upon pedestrians.

- 8 The Council shall use the Cycle Routes Contribution to improve cycle routes to the stadium in particular the cycle route from Southern Avenue to Holmesdale Road via South Norwood Hill and the cycle route from Lancaster Road to Sunny Bank junction to include the provision of cycle route signage to direct users to and along the cycle routes.
- 9 The Council shall use the Station Management Plans Contribution to fund discussions with local transport operators regarding Norwood Junction, Thornton Heath and Selhurst stations, including funding the consultation and implementation, subject to consultation, of a traffic management order to manage highway space at Thornton Heath and Norwood Junction stations and to investigate options, and funding the implementation of measures at or in the vicinity of Norwood Junction, Thornton Heath, and Selhurst stations.
- 10 The Council, in conjunction with Transport for London where necessary, shall use the Highway Signage and Public Transport Access Improvement Contribution to undertake a wayfinding strategy, provide signage on the routes to the three rail stations, provide tactile paving, dropped kerbs and colour contrast at locations on these routes as identified in the pedestrian audit and to fund improvements to the bus stops/shelters on Whitehorse Lane.
- 11 The Council shall use the Whitehorse Lane Crossing Assessment Contribution to fund an assessment of the feasibility of constructing a pedestrian crossing on Whitehorse Lane and if any balance remains following receipt of such assessment to use such sum towards the cost of implementing measures recommended in the assessment to construct a pedestrian crossing on Whitehorse Lane.
- 12 The Council shall use the Local Employment and Training Strategy Operational Phase Contribution to cover the Council's costs in the identification, initial pre-employment training and on-going skills development and sustained employment for local people working with end-use businesses, which will be delivered through the Council's Job Brokerage service, and other agencies as required. This will enable the Job Brokerage service to source, train and place local residents into end-user jobs, where appropriate for the Development.
- 13 The Council shall ensure that the Controlled Parking Assessment and Consultation Contribution is used to fund the review of and consultation upon Match Day parking and waiting restrictions

to a maximum 1.5 kilometres radius of the Site including consideration of the introduction or amendment of one or more Controlled Parking Zones (CPZs).

- 14 The Council shall ensure that the Controlled Parking Implementation and Operational Delivery Contribution is used to fund the implementation and operational delivery of parking and waiting restrictions to a maximum 1.5 kilometres radius of the Site including the introduction or amendment of one or more CPZs in accordance with the details agreed with the Developer pursuant to Schedule 4 paragraph 4 in order to dissuade Match Day parking.
- 15 If the Council receives the Travel Plan bond, such sum shall be used on the pedestrian and cycle environment within a radius of 1.5km of the Site and other measures to encourage the use of sustainable forms of transport and reduce reliance on cars for travel to/from the Site.
- 16 In the event that the contributions payable by the Developer to the Council pursuant to the Agreement (save for the Masterplan Regeneration Contribution and the sum paid pursuant to clause 10) or any part thereof remain unspent or uncommitted within seven years from the date of payment, to repay the said contributions (save for the Masterplan Regeneration Contribution and the sum paid pursuant to clause 10) or any remaining part thereof to the Developer together with any accrued interest.
- 17 In the event that the Masterplan Regeneration Contribution or any part thereof remains unspent or uncommitted within three (3) years from the date of payment to repay the Masterplan Regeneration Contribution or any remaining part thereof to the Developer together with any accrued interest.

Appendix 1
PLANS

PLAN 1

PLAN 2

PLAN 3

PLAN 4

PLAN 5

PLAN 6

PLAN 7

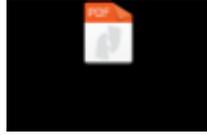
Appendix 2
DRAFT PLANNING PERMISSION

Appendix 3
MAYOR OF LONDON/TRANSPORT FOR LONDON “PEDESTRIAN COMFORT
GUIDANCE FOR LONDON” GUIDANCE DOCUMENT 2010



Appendix 4
CONFIRMATORY DEED

Appendix 5
FRAMEWORK TRAVEL PLAN



[insert date] June 2020

Norton Rose Fulbright LLP
3 More London Riverside
London SE1 2AQ
United Kingdom

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DX 85 London
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Your reference

Our reference

SFIT/1001115658

London Borough of Croydon
5th Floor, Zone A
Bernard Weatherill House
8 Mint Walk
Croydon CR0 1EA

Dear Sirs

Parties: London Borough of Croydon (the Council) and CPFC Ltd (the Developer)
Land: Selhurst Park Main Stadium, Whitehouse Lane, South Norwood, London, SE25 6PU
Section 106 Agreement – Side Letter

We refer to the recent correspondence between Sarah Fitzpatrick of Norton Rose Fulbright LLP and Richard Barlow of Browne Jacobson LLP in relation to the above matter.

1 Agreement

- 1.1 We refer to the section 106 Agreement between the Council and the Developer, dated [insert date] **once signed**¹ (the **s.106 Agreement**), a copy of which is **annexed** to this letter. In this Side Letter, expressions defined in the s.106 Agreement and used in this letter have the same meaning as set out in the s.106 Agreement.
- 1.2 This Side Letter is separate to the s.106 Agreement and does not vary the terms of the s.106 Agreement.
- 1.3 The purpose of this Side Letter is to identify the remaining matters, as expressed by the Greater London Authority (**GLA**), which are not set out in the s.106 Agreement, but which the GLA has requested that the Parties address in a separate agreement to be entered into by the Parties.
- 1.4 It is agreed by the Parties that these remaining matters will not be included in the s.106 Agreement. Some of these matters are to be included in a separate agreement between the Council and the Developer which concern the sale of the Wooderson Close properties, treatment of social housing tenants in the Wooderson Close properties and the recovery of vacant possession of those properties (the **Wooderson Close Agreement**). To the extent that these remaining matters are not covered in the Wooderson Close Agreement, these remaining matters will be addressed in a further separate agreement to be entered into by the Parties.
- 1.5 In this Side Letter there is reference to “tenants” of the Council in the Wooderson Close properties – the “tenants” to whom the obligations contained in this Side Letter shall be owed are the Council’s

¹ It is intended that this Side Letter and the s.106 Agreement will be completed contemporaneously

secure tenants of the Wooderson Close properties as at the date of this Side Letter. It may be that one or more of the Council's secure tenants of the Wooderson Close properties, as at the date of this Side Letter, will elect to re-locate before the Developer requires vacant possession of the Wooderson Close properties, the obligations contained in this Side Letter will be owed to such secure tenants.

- 1.6 If one or more tenants of the Wooderson Close properties as at the date of this Side Letter vacate the Wooderson Close properties, then the Council may choose to let each such property to a new occupant. The Wooderson Close Agreement shall identify the duration of occupation of any such new occupants after which the Developer's obligations to meet the relocation costs shall arise in respect of such new occupants.

2 Obligations

- 2.1 In consideration of the Parties' respective obligations under this Side Letter, the Parties agree to enter into the Wooderson Close Agreement and if required a further separate agreement which will address the following matters and be on terms to be agreed between the Parties:

- (a) that the Developer will pay to the Council, a lump sum representing loss of rental income when tenants are re-housed. The separate agreement will include details regarding how such a sum is calculated, evidenced and paid;
- (b) that the Council will write to tenants setting out timescales of engagement regarding their housing needs;
- (c) that the Council will ensure that any rehoused tenant is offered new accommodation as close to the existing property or desired specification (if different) as reasonably possible in terms of GIA, amenities and location;
- (d) for disabled or elderly tenants, where adaptations to new properties are required, the Council will ensure these are undertaken at no additional cost to the tenant(s). The separate agreement will include details regarding how such a sum is calculated, evidenced and paid;
- (e) where tenants elect to relocate to a property within the wards of Selhurst, South Norwood or Thornton Heath with the equivalent number of bedrooms to their existing property, the Council will offer tenants rent set in the same way as their existing rent. Otherwise the tenants will be required to pay appropriate rent for the dwelling to which they relocate;
- (f) the Council will pay for the tenants' removal, disconnection and reconnection, and redecoration costs at their new property (if redecoration is reasonably required). The separate agreement will include details regarding how such a sum is calculated, evidenced and paid;
- (g) each tenant shall receive a home loss payment of at least £6,000 and compensation for any adaptations made to their existing property, at their own expense. The separate agreement will include details regarding how the home loss payment will be made. The separate agreement will identify how any sum for adaptations made to a tenant's existing property at their own expense is calculated, evidenced and paid;
- (h) it is a principle that the Wooderson Close Agreement and any further separate agreement shall provide that the Developer shall meet the reasonable costs incurred by the Council in discharging the obligations contained in this Side Letter including details regarding how such costs are calculated, evidenced and paid. No claim for costs may be made by the Council from the Developer pursuant to this Side Letter;
- (i) the Parties agree that a mechanism for establishing what is a "reasonable additional cost" for the purposes of Schedule 1 paragraph 2.1 of the s.106 Agreement will be set out in a separate agreement;

- (j) the Developer shall pay to the Council the market value of the Wooderson Close properties calculated according to the RICS Valuation - Global Standards which valuation and payment shall be inclusive of any adaptations made to a tenant's existing property at their own expense.

3 Intention to be bound

- 3.1 The parties intend this Side Letter to be legally binding.

4 Third party rights

- 4.1 No one other than a party to this Side Letter, their successors and permitted assignees, shall have any right to enforce any of its terms.

5 Governing law and jurisdiction

- 5.1 This Side Letter and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.
- 5.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Side Letter or its subject matter or formation.
- 5.3 Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully

.....

For and on behalf of

CPFC Ltd

We acknowledge receipt and accept the contents of this letter

Signed

For and on behalf of

London Borough of Croydon

Date

DRAFT DECISION NOTICE

Mr Martin Robeson
MRPP
21 Buckingham Street
London
WC2N 6EF

Development Management
Place Department
6th Floor, Bernard Weatherill House
8 Mint Walk
Croydon CR0 1EA

Please ask for/reply to: Pete Smith
Tel/Typetalk: 020 8726 6000 Ext 88726
Minicom: 020 8760 5797
Email: development.management@croydon.gov.uk

Your ref: Extension to the Main Stand a...
Our ref: P/PC/North Area Team/DCPS

Date:

Town and Country Planning Act 1990. Town and Country Planning (Development Management Procedure) (England) Order 2015

Application Number: 18/00547/FUL **Applicant:** CPFC Limited

Grant of planning permission

The Council of the London Borough of Croydon, as the Local Planning Authority, hereby grant planning permission for the following development, in accordance with the terms of the above mentioned application (which shall include the drawings and other documents submitted therewith) :-

Extension of Main Stand to provide 8000+additional seating and additional internal floor space to be used for the operation of the football club and ancillary functions (Use Class D2), and creation of restaurant/retail until (Use Class A1/A3). Demolition of 22-32 Wooderson Close, and works to the North East end elevation of 20 Wooderson Close. Associated reorganisation of surrounding land including but not limited to car parks with associated hard and soft landscaping. Use of the club car park as a fan plaza on match day's. Pitch lengthening and the creation of accessible seating within the Whitehorse Lane Stand. Creation of new corner stand between Holmesdale Road and Arthur Wait stands. Reorganisation of floodlighting and removal of the TV Gantry at the Arthur Wait Stand.

at:

Selhurst Park Stadium (Whitehorse Lane), And Sainsbury's Car Park (120-122 Whitehorse Lane), No's 22, 24, 26, 28, 30 & 32 Wooderson Close, South Norwood, London, SE25 6PU, , , ,

Subject to the following condition(s) and reason(s) for condition(s) :-

- 1 The development shall be carried out entirely in accordance with the approved drawings listed below:

KSS MS Z0 DR A 90 001 Rev P01, KSS MS Z0 DR A 90 002 Rev P01, KSS MS Z0

DR A 90 003 Rev P01, KSS MS Z0 DR A 90 004 Rev P01, KSS MS Z0 DR A 90 005 Rev P01, KSS EX 00 DR A 91 001 Rev P01, KSS EX 01 DR A 91 001 Rev P01, KSS EX 02 DR A 91 001 Rev P01, KSS EX 03 DR A 91 001 Rev P01, KSS MS 00 DR A 91 001 Rev P01, KSS MS 0M DR A 91 001 Rev P01, KSS MS 01 DR A 91 001 Rev P01, KSS MS 02 DR A 91 001 Rev P01, KSS MS 03 DR A 91 001 Rev P01, KSS MS 04 DR A 91 001 Rev P01, KSS MS 05 DR A 91 001 Rev P01, KSS MS 06 DR A 91 001 Rev P01, KSS WS 00 DR A 91 001 Rev P01, KSS HS 00 DR A 91 001 Rev P01, KSS HS ZZ DR A 91 001 Rev P01, KSS HS 00 DR A 91 002 Rev P01, KSS MS Z0 DR A 91 001 Rev P01, KSS MS Z0 DR A 91 002 Rev P01, KSS MS ZZ DR A 92 001 Rev P01, KSS MS ZZ DR A 92 002 Rev P01, KSS MS ZZ DR A 92 003 Rev P01, KSS MS ZZ DR A 92 004 Rev P01, KSS MS ZZ DR A 92 005 Rev P01, KSS MS ZZ DR A 92 006 Rev P01, KSS MS ZZ DR A 93 001 Rev P01, KSS MS ZZ DR A 93 002 Rev P01, KSS MS ZZ DR A 93 003 Rev P01, KSS MS ZZ DR A 93 004 Rev P01, KSS MS ZZ DR A 93 005 Rev P01, KSS MS ZZ DR A 93 006 Rev P01, KSS MS ZZ DR A 93 007 Rev P01, KSS MS ZZ DR A 93 008 Rev P01, KSS MS ZZ DR A 93 009 Rev P01, KSS MS ZZ DR A 93 010 Rev P02, KSS MS Z0 DR A 94 001 Rev P01, KSS MS ZZ DR A 94 001 Rev P01, WSP CPFC HVM 002.

Reason: To ensure an acceptable standard of development

- 2 Prior to commencement of superstructure works for the Main Stand, full details (including RAL references) of the following shall be submitted to and approved in writing by the Local Planning Authority:
 - i) Samples and details of all external facing materials, and in the case of new brickwork details, bond, mortar colour and pointing style.
 - ii) Details at a scale of 1:10 of any louvres, ventilation panels or screens.
 - iii) Details at 1:10 of any external handrails or balustrading.
 - iv) Detailed sections at 1:10 of copings, soffits, cills and reveals (and details of how these will be designed to avoid watermarks or staining to the surfaces below), the undersides of any projecting elements, and junctions of external materials including expansion gaps.
 - v) Details at 1:20 of roof materials (including details of the structural arch supporting the Main Stand roof as well as the roof over the infill seating area between the Holmesdale and Arthur Wait Stands) and edge details.
 - vi) Detailed drawings in plan and section at 1:10 showing the interface between the new building and existing Whitehorse Lane and Holmesdale Road Stands.
 - vii) Details at 1:10 of all brick detail variations.
 - viii) Details at 1:10 of all key elevational sections of the proposal.
 - ix) Rainwater goods (including locations, fixings, material and colour).
 - x) Details and location of all soil, vent and waste pipes.
 - xi) Details of any other equipment or devices to be installed externally including their external surfaces of the building including meter boxes, service connection access, aerials and satellite dishes.
 - xii) Details of the materials and detailing of the roof level plant enclosure.
 - xiii) Any external boundary treatments, including the arrangements for the retained Wooderson Close properties.
 - xiv) Doors (including sections and reveals).

The development shall be carried out strictly in accordance with the details so approved and shall be maintained (with particular regard to maintenance of the metal clad 'wing' forms) as such thereafter.

REASON: In the interest of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard.

- 3 Prior to commencement above ground of the infill stand between Arthur Wait and Holmesdale Road full details (including RAL references) of the following shall be submitted to and approved in writing by the Local Planning Authority:
- i) Detailed elevations and sections at a scale of 1:10
 - ii) Finalised roof plan.
 - iii) Samples and details of all external facing materials including roofing materials, and in the case of new brickwork details, bond, mortar colour and pointing style.
 - iv) Detailed drawings in plan and section at 1:10 showing the interface between the new building and existing Arthur Wait and Holmesdale Road Stands.
- The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: In the interest of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard.

- 4 Prior to commencement of superstructure works for the Main Stand, full details of the following (as they relate to the Main Stand proposals) shall be submitted to and approved in writing by the Local Planning Authority:
- i) External fenestration and glazing details, including detailed information on the fenestration of the ground floor.
 - ii) Sample of the fritted glazing.
 - iii) Details of any signage zones visible from areas external to the Stadium.
- The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: To ensure that the resulting appearance and construction of the development is of a high standard.

- 5 No roller shutters shall be installed on any façade of the Development unless details has been submitted to and approved in writing by the Local Planning Authority prior to commencement of the superstructure works for the Main Stand.

REASON: To ensure that the resulting appearance and construction of the development is of a high standard.

- 6 Prior to the demolition of any properties on Wooderson Close, plans, elevations and details of the way in which the north east end (of terrace) elevation of 20 Wooderson Close is to be treated and finished, including the insertion of additional windows,

brickwork details including type, colour, bond, mortar colour and pointing style, shall be submitted to and approved in writing by the Local Planning Authority.

The development shall be carried out strictly in accordance with the details so approved before the use of any of the additional seating approved in the Main Stand, and shall be maintained as such thereafter.

REASON: To ensure that the resulting appearance and construction of the development is of a high standard.

- 7 Prior to commencement of superstructure works for the Main Stand, a hard and soft landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. The hard and soft landscaping scheme shall be thereafter carried out in accordance with the approved details within 6 months of the date of practical completion. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice. The submitted details are expected to demonstrate the following:

- i) The quantity, size, species, position and the proposed time of planting of all trees and shrubs to be planted.
- ii) An indication of how these integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection.
- iii) Specification of the shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape.
- iv) Details at 1:5/1:10/1:20 (as appropriate) in plan and section and material samples of all key hard landscape details including thresholds with buildings, tree pits and surrounds, street furniture, planters, kerbs, junctions between materials and adjacent surface treatments, junctions with any boundary treatments, in particular of the plaza to the front of the Main Stand.

Any trees, shrubs or planting pursuant to the soft landscape details that become damaged, dying or diseased within five years of the date of planting shall be replaced in the next planting season with a similar size and species to that originally required to be planted

REASON: In order to ensure high quality soft landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

- 8 Prior to the commencement of works on site including those for drainage and foundations, a detailed Tree Protection Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved tree protection works shall be implemented on site prior to commencement (including bringing any materials onto site) and retained for the duration of the works.

REASON: The condition must be discharged before works that could damage trees (that are to be retained) take place. To ensure the survival of trees that contribute to the visual amenity of the area.

- 9 Prior to the practical completion of the development, a Landscaping and Public Realm Management and Maintenance Strategy shall be submitted to and approved by the Local Planning Authority. The approved strategy shall be implemented at the time of occupation and continue for the life of the development.

REASON: To ensure an acceptable standard of development.

- 10 Use of the proposed internal space within the Main Stand by customers/members of the public for purposes within Use Classes A1 and A3 and D2 and similar hospitality events shall only take place between the following hours, unless otherwise submitted to and agreed in writing by the Local Planning Authority:
- o Monday to Thursday, Sunday and Bank Holidays (except New Year's Eve) - 0700 hours to midnight
 - o Friday and Saturday - 0700 hours to 0100 hours the following morning
 - o New Year's Eve - 0700 hours to 0200 hours the following morning

REASON: To protect neighbouring and future occupiers of the development.

- 11 In respect of the Stadium use hereby approved and notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) (or any order revoking and re-enacting that Order with or without modification), the Stadium shall not be used for events other than for:

- (i) The home matches of one male and one female Professional Football Club including directly affiliated teams.
- (ii) The playing of competitive and friendly International Football Matches.
- (iii) Any non-match day event within Use Class D2 for children and educational establishments and excluding live music concerts.
- (iv) Any non-match day event not covered by (iii) but within Use Class D2 (or similar hospitality events) whose attendance is less than 1000 and where the total attendance from all non-match day events held on the same day shall also not exceed 1000 in total.
- (v) Up to 12 non-match day events within Use Class D2 (or similar hospitality events) when the attendance of customers/spectators that does not comply with criterion (iv), but attendance does not exceed 10,000.
- (vi) Up to 4 non-match day events each calendar year within Class D2 (or similar hospitality events) in addition to the above when the attendance of customers and/or spectators exceeds 10,000.

The Club shall keep a register of all events, and the number of attendees, which it shall submit to the Local Planning Authority within 15 working days of any request in writing by the Local Planning Authority.

REASON: The use of the site for any other purpose and beyond limits set out above could raise materially different planning considerations, for example, giving rise to greater disruption to neighbouring properties amenity and the road network.

- 12 Prior to the practical completion of the development, a Community Use Strategy shall

be submitted to and approved in writing by the Local Planning Authority. The Community Use Strategy shall set out the terms and conditions (including timing and charging) for the use of space within the Main Stand by Community groups.

REASON: To ensure community groups are able to utilise space within the Stadium.

- 13 a) No demolition of the Main Stand shall take place until such time as a Written Scheme of Investigation (WSI) for historic building recording of the Main Stand has been submitted to and approved in writing by the Local Planning Authority.

(b) No demolition of the Main Stand shall take place until all necessary historic building recording of the Main Stand has been undertaken in accordance with the WSI approved under part (a) of this condition, and has been submitted to and approved in writing by the Local Planning Authority.

REASON: The structural remains of the 1924 Main Stand building are of local archaeological interest, as such the condition is necessary to ensure that there is a record of the Main Stand before it is demolished.

- 14 Prior to installation of any new floodlighting, plans and details of the proposed floodlighting, along with an assessment of illumination levels and projected light spill impacts, demonstrating compliance with specified criteria as detailed in the Light Spill study ref: 17028-10-SP-L-001 Rev B, shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the floodlighting development shall be erected in accordance with the approved plans and details and maintained as such thereafter.

REASON: To ensure new floodlighting does not cause unacceptable visual or light spill impacts.

- 15 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 or any order revoking or re-enacting that Order with or without modification, no masts, aerials, antennae, satellite dishes or telecommunications equipment shall be erected on any part of the development, without planning permission first being granted.

REASON: To ensure that the visual impact of telecommunication equipment upon the appearance of the approved development and surrounding area can be considered by the Local Planning Authority.

- 16 Prior to practical completion of the development, all entrances for the new development shall have level thresholds installed at the same level as the areas fronting the entrances; and accessible viewing areas (including sensory rooms) and hospitality spaces (suitable or reasonably and easily adaptable) for all disability groups, including ambulant disabled spectators, shall be provided in accordance with the proposals set out in 17812-KSS-XX-XX-PP-A-0005_DESIGN AND ACCESS STATEMENT_S1_P01 unless otherwise approved in writing by the Local Planning Authority.

REASON: In order to ensure the development provides ease of access for all users.

- 17 Prior to installation of any new gates and barriers, plans and details of the proposed gates and barriers relating to the development shall be submitted to and approved by the Local Planning Authority. Thereafter the development shall be built in accordance with the approved plans and details.

REASON: To ensure new gates and barriers do not cause unacceptable visual or highways impacts.

- 18 The development shall be completed to achieve a BREEAM Excellent certification and shall subsequently be maintained to retain the rating.

REASON: To ensure that the development is completed in accordance with the objectives of the development plans for the area which seek to ensure sustainable design and construction.

- 19 Prior to practical completion, a Cycle Parking Strategy, relating to the development, including provision of long and short stay cycle parking on site, as well as access routes and signage indicating access for cyclists shall be submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate that there is clear and easy access for cyclists to cycle parking. Additionally the development shall incorporate electrical sockets, suitable for charging electric bikes, equivalent to meet the needs of 5% of cycle parking spaces.

Thereafter, the development shall be carried out in accordance with the approved details and maintained as such thereafter.

REASON: To encourage sustainable modes of transport and reduce reliance on the car.

- 20 Prior to the practical completion of the development electric vehicle charging points to serve 25 of the car parking spaces and passive provision for electric vehicle charging points for a further 25 spaces shall be provided. These shall be retained for the life of the development.

REASON: To encourage sustainable transport choices.

- 21 The development shall not be occupied until the disabled car parking spaces (which shall equate to at least 6% of total spaces) have been made available for use. The disabled car parking spaces shall be retained for the lifetime of the development.

REASON: To ensure the development is inclusive to all members of society.

- 22 Prior to the first occupation of the development a Refuse and Recycling Collection and Storage Strategy shall be submitted to and approved in writing by the Local Planning

Authority. Thereafter refuse and recycling storage and collection shall take place in accordance with the approved strategy for the lifetime of the development.

REASON: To ensure recycling is undertaken and that storage and collection will not have an adverse environmental or highways impact is developed.

- 23 Details of any extract system(s) (including elevations and technical specifications) shall be submitted to and approved in writing by the Local Planning Authority prior to being installed. The extract system(s) shall be retained in working order for the lifetime of the development.

REASON: To prevent noise, smell and vibration pollution and harm to the character and appearance of the buildings.

- 24 Notwithstanding anything contained in Schedule 2 to the Town and Country Planning (General Permitted Development) Order 2015 (or any amendment or replacement thereof) prior to the commencement of any demolition, building or engineering operations, a Construction Logistics Plan (to include a site waste management plan) and a Construction Environmental Management Plan shall be submitted to the Local Planning Authority for approval. The Plans shall include amongst other things the following information, which shall only be implemented as approved:-

- i) Method and timing of demolition works in Wooderson Close;
- ii) Measures to be put in place to mitigate the impacts of demolition of properties in Wooderson Close;
- iii) Hours of construction and demolition works;
- iv) Hours of deliveries;
- v) Details of facilities for the loading and unloading of plant and materials;
- vi) Parking of vehicles associated with deliveries, site personnel, operatives and visitors,
- vii) Measures to control construction noise in line with BS 5228 Code of Practice for Noise and Vibration Control on Construction and Open Sites;
- viii) Construction waste management proposals;
- ix) Details of the storage facilities for any plant and materials;
- x) Access arrangement to the site during the demolition and construction periods;
- xi) Details and drawings of the siting of any site huts and other temporary structures, including site hoardings;
- xii) Air Quality Dust Risk Assessment;
- xiii) Details of the precautions to guard against the deposit of mud and substances on the public highway, to include washing facilities by which vehicles will have their wheels, chassis and bodywork effectively cleaned and washed free of mud and similar substances prior to entering the highway;
- xiv) Details of the routes commercial vehicles would use within the borough to gain access to the site;
- xv) Non-Road Mobile Machinery (NRMM) of net power between 37kW and 560kW are required to meet the specific standards set out in EU Directive 99/68/EC. This applies to NRMM engines for both Nitrogen Oxides (NO_x) and Particulate Matter (PM) emissions, based upon engine emissions standards set in EU Directive 97/68/EC. Details of registration of all Non-Road Mobile Machinery used on site for both demolition and building according to guidelines under the Non-Road Mobile

Regulations 2015 are required. Evidence shall be submitted to show that all details of vehicles must be entered on the NRMM website with information passed on to the Construction Compliance Officer at Croydon Council;

xvi) All delivery vehicles must be registered under the Freight Operators Recognition Scheme (FORS) with a minimum requirement for this being a bronze status on all vehicles, with a commitment to achieve silver status;

xvii) Evidence shall be submitted to show that the developer has committed to the Croydon Logistics Forum; and

xviii) Details of a programme of neighbour notification of the construction works, to include regular updates, a complaints procedure, and contact details for the site manager(s).

REASON: In order to ensure that the development does not prejudice the safety or free flow of pedestrian and vehicular traffic on the highway or cause undue inconvenience to other users, or adversely impact on the amenities of the occupiers of nearby properties.

- 25 Prior to the demolition of any Wooderson Close properties, further ecology surveys and a report containing proposals for biodiversity enhancements shall be submitted to and approved in writing by the Local Planning Authority. Any tree or shrub removal shall only be carried outside of nesting season (September to February) unless a nesting survey has been submitted and approved in writing by the Local Planning Authority. The survey(s) and report shall be undertaken by a qualified ecologist in accordance with the recommendations set out in the Preliminary Ecological Appraisal prepared by The Ecology Consultancy (6593 Version 3.0) unless otherwise agreed in writing by the Local Planning Authority. The development shall only be carried out in accordance with the report's recommendations and biodiversity enhancements shall be implemented prior to occupation of the Main Stand.

REASON: To ensure the proposal does not harm wildlife and ecology.

- 26 Prior to first occupation, a Delivery and Servicing Plan relating to the development shall be submitted to and approved in writing by the Local Planning Authority. Vehicles servicing the site shall do so in accordance with the approved details for so long as the development remains in existence.

REASON: To ensure that delivery and servicing traffic does not interfere with the safety and free flow of the highway.

- 27 The cumulative noise level from any air handling units, mechanical plant, or other fixed external machinery should not increase the background noise level when measured at the nearest sensitive residential premises. For clarity, cumulative noise from new fixed plant should not exceed a level of 10dBA above the existing background level, as detailed in Table 17 of the noise assessment ref: 392351/01/E unless otherwise agreed in writing by the Local Planning Authority. The maintenance and cleaning of the systems shall be undertaken regularly in accordance with manufacturer specifications and shall be the responsibility of the primary owner of the building.

Reason: To ensure that an acceptable standard of development is provided and maintained for the benefit of the occupiers.

- 28 The development shall be carried out in accordance with the Noise assessment by (ref: 392351/ 01/E), including measures to mitigate Construction Noise and Vibration, Changes in Road Traffic Noise, Noise Generated by Patrons of the Stadium, and Public Address and Voice Alarm Systems unless otherwise agreed in writing by the Local Planning Authority.. The measures detailed within the Noise Assessment shall be in place prior to first occupation.

REASON: To ensure that an acceptable standard of development is provided and maintained for the benefit of the occupiers.

- 29 Details of any air handling units, plant, machinery and screening relating to the development shall be submitted to and be approved in writing by the Local Planning Authority prior to the installation of the same.

REASON: To ensure the air handling units, plant, machinery and screening does not cause an unacceptable visual impact.

- 30 Before the development commences (other than site clearance and preparation, relocation of services, utilities and public infrastructure, but prior to removal of any soil from the site):

- i) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and
- ii) following the approval detailed in paragraph i), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures shall be submitted to and approved by the local planning authority in writing.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

In the event that additional contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary, a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority before any part of the development hereby permitted is occupied.

REASON: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site and to protect ground water.

- 31 No drainage systems for the infiltration of surface water drainage into the ground are permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to Controlled Waters. The development shall be carried out in accordance with the approved details.

REASON: Infiltrating water has the potential to cause remobilisation of contaminants present in shallow soil/made ground which could ultimately cause pollution of groundwater.

- 32 Development shall not commence (other than site clearance and preparation) until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

REASON: The development may lead to sewage flooding as such the condition is needed to ensure that sufficient capacity is made available to cope with the new development and in order to avoid adverse environmental impact upon the community.

- 33 Development should not be commenced (other than site clearance and preparation) until impact studies of the existing water supply infrastructure have been submitted to, and approved in writing by the Local Planning Authority. The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

REASON: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

- 34 No piling shall take place until a Piling Method Statement has been submitted to and approved in writing by the Local Planning Authority. The Piling Method Statement must detail the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure. Additionally the Piling Method Statement must demonstrate that there will be no resultant unacceptable risk to groundwater.

Any piling must be undertaken in accordance with the terms of the approved Piling Method Statement.

REASON: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure.

- 35 Prior to commencement of superstructure works for the Main Stand, a scheme of "secured by design" measures to be installed relevant to the development, shall be

submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details, shall be installed before first occupation and retained for the lifetime of the development.

REASON: To ensure safety and security of the site.

- 36 Prior to commencement of superstructure works for the Main Stand, a CCTV scheme of passive and active security measures to be installed relevant to the development, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and shall be installed before first occupation and retained for the lifetime of the development.

Reason: To ensure the safety and security of the site.

- 37 The development shall be carried out in accordance with the Air Quality Assessment by Mott MacDonald (ref: 392351/1/B) unless otherwise agreed in writing by the Local Planning Authority. The agreed mitigation measures (control measures) set out in section 6 of the report, shall be provided prior to the relevant work being carried out and shall be retained on site for the lifetime of the development.

REASON: To prevent any unacceptable Air Quality Impacts.

- 38 The development shall be carried out in accordance with the water efficient design recommendations in the Sustainability Statement ref: 551019eg02Feb18_F02_Sus_stat unless otherwise agreed in writing by the Local Planning Authority.

REASON: To conserve water by promoting water efficient design measures to minimise the water consumption within the development.

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

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

In reaching this decision the Local Planning Authority has sought to work in a positive and pro-active manner based on seeking solutions to problems in the following way:

To assist applicants the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website and offers a pre planning application advice service. In this instance pre planning application advice was given. The local planning authority's suggested improvements to the scheme to comply with policies and written guidance and the advice was adopted by the applicant.

Informative(s):

1 IMPORTANT: Community Infrastructure Levy

A. You are advised that under the Community Infrastructure Levy Regulations 2010 on commencement of the development a financial payment will be required to Croydon Council and the Mayor of London. In relation to retrospective applications where the development has already taken place, the financial payment is due immediately on the grant of planning permission. The payment to the Mayor of London will be forwarded by Croydon Council.

B. A separate Liability Notice will be issued to any person who has assumed liability for the payment. If no person or body has already assumed liability then within 14 days of this permission the names and addresses of the person(s) responsible for the CIL payment should be forwarded to the Council using the agreed forms which can be obtained from the planning portal from the link below.

www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

C. If no person or body has assumed liability, payment will be required from the owner of the land at the time of commencement of works. It should be noted that for the purpose of the above regulations commencement of the development will comprise any works of demolition necessary to implement the planning permission.

D. For further information please visit the Croydon Council's website at:
www.croydon.gov.uk/cil

2 Before commencing work on the site to ensure an environmentally acceptable construction process, and avoid possible enforcement action, you should consult the Council's "Code of Practice on the Control of Noise and Pollution from Construction Sites". The Code gives advice on how to undertake work on site in a considerate manner. A copy can be obtained by calling 020 8760 5483.

Further details on Construction Logistics and Management Plans may be obtained from the following links:

<http://lovecleanair.org/wp-content/uploads/2014/11/A-practical-guide-to-drafting-a-construction-logistics-plan-CLP-August-2015.pdf>

<http://lovecleanair.org/wp-content/uploads/2014/11/Construction-logistics-handbook-August-2015.pdf>

https://www.london.gov.uk/sites/default/files/gla_migrate_files_destination/Dust%20and%20Emissions%20SPG%208%20July%202014_0.pdf

The site will require an Air Quality Dust Risk Assessment (AQDRA). This should include a written statement of the commitment for the purposes of monitoring and enforcement.

Please see the link below for the guidance document and further information:

https://www.london.gov.uk/sites/default/files/gla_migrate_files_destination/Dust%20and%20Emissions%20SPG%208%20July%202014_0.pdf

This planning permission is subject to a Section 106 Agreement under the Town and Country Planning Act 1990.

In relation to the planning obligations of the Section 106 agreement deed, details regarding payment of contributions can be obtained from emailing the Spatial Planning Team at: - planning.106agreements@croydon.gov.uk

In respect of financial planning obligations (which are required and encompassed in Section 106 agreements) payments are to be made ideally via BACS payment. When such payments are made both the planning application reference and Section 106 deed number are to be quoted for ease of reference.

- 3 Further information on Service and Delivery Plans can be found here: <https://tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans>.
- 4 Definition of 'superstructure' and 'practical completion': A number of conditions attached to this permission have the time restrictions 'prior to superstructure works commencing on site' and/or 'following practical completion'. The council considers the definition of 'superstructure' as having its normal or dictionary meaning, which is: the part of a building above its foundations. The council considers the definition of 'practical completion' to be: when the work reaches a state of readiness for use or occupation even though there may be outstanding works/matters to be carried out.
- 5 The developer should be aware of the potential risks associated with the use of piling where contamination is an issue. Piling or other penetrative methods of foundation design on contaminated sites can potentially result in unacceptable risks to underlying groundwaters. We recommend that where soil contamination is present, a risk assessment is carried out in accordance with Environment Agency guidance 'Piling into Contaminated Sites'. The Environment Agency will not permit piling activities on parts of a site where an unacceptable risk is posed to Controlled Waters.
- 6 There is a Thames Water main crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned main can be retained.

Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
- 7 There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
8. Any reference to the uses or use classes stated within the decision notice are for the avoidance of doubt, to be read as they were specified in the Schedule to the Use Classes Order on the 31st August 2020.

Yours faithfully,

Pete Smith

Head of Development Management

Drawing No's:

Notes: This is a planning permission only. It does not convey any approval or consent which may be required under the Building Regulations or any other enactment.

DRAFT DECISION NOTICE