22nd September 2011

INVISTA FOUNDATION (HINCKLEY) LIMITED

and

CAPITA IRG TRUSTEES LIMITED

to

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

and

LEICESTERSHIRE COUNTY COUNCIL

UNILATERAL DEED OF PLANNING OBLIGATIONS

pursuant to section 106 of the Town and Country Planning Act 1990 relating to land and buildings on the north side of Coventry Road in Hinckley, Leicestershire

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Herbert Smith LLP
7473/2461/30922024

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THIS DEED OF UNDERTAKING is made the 22nd day of September 2011

BY:

(1) **INVISTA FOUNDATION (HINCKLEY) LIMITED** (is a company incorporated in Guernsey with Co. Regn. No. 47056) of Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 3QL, Channel Islands, c/o Invista Real Estate Investment Management Limited, Exchequer Court, 33 St Mary Axe, London EC3A 8AA (the **"Developer"**); and

(2) **CAPITA IRG TRUSTEES LIMITED** (Co. Regn No. 2729260) of The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU (the **"Mortgagee"**)

TO:

(3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Council Offices, Argents Mead, Hinckley, Leicestershire, LE10 1BZ (the **"Council"**); and

(4) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester LE3 8RA (the **"County Council"**)

WHEREAS:

(A) The Council is the local planning authority for the purposes of this Deed for the area within which the Site is situated and is the appropriate statutory body to enforce the obligations contained in this Deed for the purposes of section 106 of the 1990 Act.

(B) The County Council is the highway authority for the County of Leicester and is also a local planning authority for the area within which the Site is situated.

(C) The Developer is the registered proprietor with freehold title absolute of the land registered at the Land Registry under Title Number LT401334 which comprises the majority of the Site.

(D) The Mortgagee has a charge over the Developer's interest in the Site by virtue of a Debenture dated 2 July 2008.

(E) The Planning Application was submitted by the Developer to the Council and validated on 27 January 2011.

(F) The Developer agrees to enter into this Deed, accepting that the obligations in this Deed are properly to be considered as material to the determination of the Planning Application, and as being fairly and reasonably related in scale and kind to the Development.

(G) The Mortgagee has agreed to enter into this Deed in order to consent to its terms.

NOW THIS DEED WITNESSES as follows:

I. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Deed, the following words and phrases have the following meanings:

"1990 Act" means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;

"Development" means the mixed use development comprising light industrial (B1c) storage and distribution (B8) and retail warehousing (A1) with associated parking and access;

"Implementation" means the implementation of the Planning Permission by the carrying out of any material operation as defined in section 56(4) of the 1990 Act exclusively referable to and comprised in the Development but excluding any operation relating to works or investigations in respect of land contamination or remedial action in respect thereof, enabling works, site clearance, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 1995, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses), preliminary landscaping before any construction activity occurs on the Site and any works, matters and operations to enable any of the foregoing to take place;

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

"Phase 1" means the phase of the Development edged in red on **Plan 2** annexed to this Deed and comprising retail warehouse units A & B and associated ancillary space and car parking;

"Phase 2" means the phase of the Development edged in blue on **Plan 2** annexed to this Deed and comprising retail warehouse unit C and associated ancillary space and car parking;

"Phase 3" means the phase of the Development edged in green on **Plan 2** annexed to this Deed and comprising B1c and B8 units and associated ancillary space and car parking;

"Planning Application" means the application for planning permission to carry out the Development at the Site and given the reference number 11/00046/FUL;

"Planning Permission" means planning permission for the Development granted by the Council pursuant to the Planning Application, a draft of which is attached here as **Annexure 1**;

"Practical Completion" means the practical completion of the works required to construct Phase 1, Phase 2 or Phase 3 of the Development in accordance with the relevant building contract as properly certified independently by any employed agent of the Developer;.

"Site" means the land on the north side of Coventry Road in Hinckley, Leicestershire shown for the purpose of identification only edged in red on **Plan 1** annexed to this Deed; and

"Working Day" means any day apart from a Saturday, Sunday, Christmas Day, Good Friday or any statutory bank holiday.

1.2 **Interpretation**

In this Deed, unless inconsistent with the context of the subject matter, clause or paragraph in which the expression appears:

1.2.1 references in this Deed to the Council and the County Council shall include any statutory successor to the Council or the County Council as local planning authority and references in this Deed to the Developer or the Mortgagee shall include their respective successors in title and permitted assigns;

1.2.2 any reference to a particular statute or statutory instrument includes any statutory extension, modification, amendment or re-enactment of it and also includes any regulations or orders made in pursuance of it, save in the case of the Town and Country Planning (Use Classes) Order 1987 which shall be construed by reference to Statutory Instrument 1987/764 as amended prior to the date of this Deed;

1.2.3 if any provision of this Deed is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired in consequence;

1.2.4 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction;

1.2.5 any reference to a clause, schedule or annexure is a reference to the relevant clause, schedule or annexure of this Deed;

1.2.6 words importing the singular include the plural and vice versa and words importing one gender include all other genders; and

1.2.7 the Interpretation Act 1978 shall apply to this Deed.

2. GOVERNING LEGAL PROVISIONS

2.1 This Deed is executed by the parties hereto as a deed and is made pursuant to section 106 of the 1990 Act and the covenants on the part of the Developer in this Deed are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act.

2.2 The obligations in this Deed shall be enforceable on the part of the Developer without limit of time not only against the Developer but against their successors in title to and assigns of the Developer's interest in the Site and those deriving title under them.

2.3 The planning obligations contained in this Deed shall be enforceable by the Council or the County Council in accordance with the provisions of section 106(3) of the 1990 Act.

3. RELEASE AND CERTIFICATES OF COMPLIANCE

3.1 The Developer will, upon transferring or assigning (as the case may be) the whole or any part of its interest in the Site, be released from all obligations and covenants under this Deed in relation to the Site or the relevant part thereof (as the case may be) but without prejudice to any rights of the Council or the County Council in relation to any antecedent breach of those obligations or covenants.

4. CONDITIONAL ENTRY INTO FORCE

4.1 The provisions of this Deed are conditional upon and will not have operative effect unless and until the later of:

4.1.1 the Planning Permission being duly granted; and

4.1.2 the Implementation of the Development

except where the Planning Permission is the subject of unresolved judicial review proceedings or other legal challenge, in which event the provisions of clause 4.2 shall have effect.

4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

4.2.1 until such time as such proceedings or challenge have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding its grant and Implementation;

4.2.2 if following the final determination of such proceedings or challenge the Planning Permission is quashed and is not subsequently superseded by a further Planning Permission this Deed shall cease to have any further effect; and

4.2.3 if following the final determination of such proceedings or challenge the Planning Permission remains valid and fully enforceable, all of the terms and provisions of this Deed shall apply in full.

5. LEGAL EFFECT AND DETERMINATION

5.1 Nothing in this Deed will prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6. DEVELOPER'S OBLIGATIONS

6.1 The Developer covenants with the Council and the County Council that it will perform the obligations set out in **Schedules 1, 2** and **3.**

7. MORTGAGEE'S CONSENT

7.1 The Mortgagee hereby consents to the Developer entering into this Deed and acknowledges that this Deed binds the proposed development. The Mortgagee shall only be liable for any breach of the terms of this Deed if it has itself caused the breach whilst mortgagee in possession

8. MISCELLANEOUS PROVISIONS

8.1 Council's Powers and Duties

Nothing herein contained shall fetter the statutory rights powers or duties of the Council or the County Council as a local planning authority.

8.2 Local Land Charge

This Deed shall be registrable by the Council as a local land charge for the purposes of the Local Land Charges Act 1975.

8.3 Costs

The Developer shall pay the Council's legal costs in the sum of £750.00 in respect of the work undertaken in concluding this agreement

Execution in Counterpart

8.4 This Deed may be executed in counterpart and by the parties hereto on different counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed but all the counterparts shall together constitute one and the same Deed.

9. NOTICES

9.1 Any notice to be delivered to a party to this Deed shall be in writing and sent to the fax number or address and marked for the attention of the persons identified below (unless alternative details are notified by any party for the purposes of this clause 9, in which event such alternative details will be used):

To the Council:

Fax No: 01455 619 897

Address: Council Offices, Argents Mead, Hinckley, Leicestershire LE10 1BZ

Attention: The Head of Planning

To the County Council:

Fax No: 0116 265 6161

Address: County Hall Glenfield, Leicester, LE3 8RA

Attention: The County Council Solicitor

To the Developer, care of CgMs Consulting:

Fax No: 020 7583 2231

Address: Morley House, 26 Holborn Viaduct, London EC1A 2AT

Attention: Mr C.F. Hicks

Copy to: Bruce Ruddle, JSS Egerton, 17c Curzon Street, London, W1J 5HU

Copy to: The Company Secretary, Invista Foundation (Hinckley) Limited, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 3QL, Channel Islands

To the Mortgagee:

Fax No: 020 7648 7499

Address: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU

Attention: Peter Malcolm

9.2 Any such notice may be delivered by hand or sent by fax or pre-paid first class post and if delivered by hand, shall conclusively be deemed to have been received on the next Working Day after the day of delivery if sent by fax on the date of despatch or, if that is not a Working Day, on the next Working Day. If sent by post and posted within the United Kingdom it shall conclusively be deemed to have been received two Working Days after the date of posting.

9.3 If a notice is sent by fax a copy should be sent on the same day by pre-paid first class post but for the avoidance of doubt the date of service of such notice shall be the date of despatch of the fax.

10. THIRD PARTIES

10.1 No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person (other than the Council) who is not a party to this Deed.

11. JURISDICTION

11.1 This Deed shall be governed by and construed in accordance with the law of England and the Developer and Mortgagee submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this Deed has been duly executed by the parties the day and year first before written

SCHEDULE 1

Landscaping Works Contribution

1. The Developer shall prior to Implementation pay to the Council the sum of **£32,500** (thirty two thousand five hundred pounds) towards landscaping works to provide a buffer between the development and Clarendon Park

SCHEDULE 2

Public Transport Improvements

1. The Developer shall pay **£107,500** (one hundred and seven thousand and five hundred pounds) in respect of public transport improvements in and for the benefit of the area immediately surrounding the Site and within Hinckley Town Centre in accordance with the provisions of paragraphs 2, 3, 4, 5 and 6 of this Schedule 2.

2. The contributions payable under paragraphs 3, 4 and 5 of this Schedule 2 shall be applied towards the following public transport improvements:

   a) Junction improvements; and

   b) Improvements at Stockwell Head car park.

3. Prior to or on Practical Completion of Phase 1 the Developer shall pay a contribution of: **£31,605.00** (thirty one thousand six hundred and five pounds) to the County Council.

4. Prior to or on Practical Completion of Phase 2 the Developer shall pay a contribution of **£42,462.50** (forty two thousand four hundred and sixty two pounds and fifty pence) to the County Council.

5. Prior to or on Practical Completion of Phase 3 the Developer shall pay a contribution of **£33,432.50** (thirty three thousand four hundred and thirty two pounds and fifty pence) to the County Council.

6. All contributions payable under paragraphs 3, 4 and 5 of this Schedule 2 shall be paid together with any increase in accordance with the provisions set out in Schedule 3.

SCHEDULE 3

Indexation

1. In this Schedule:-

"Index"	means the BIS Construction Price and Cost Indices published by the Department of Business Innovation and Skills or such other index as may from time to time be published in substitution thereof
"Base Index Date"	means the date of this undertaking
"Base Index Figure"	means the figure last published in respect of the Index immediately prior to the Base Index Date at the time of the Base Index Date
"Final Index Figure"	means the figure including any provisional figure last published or otherwise agreed or determined in respect of the Index immediately prior to the respective date upon which the amounts in paragraphs 3, 4 or 5 of Schedule 2 are paid

2. The amounts payable under paragraphs 1 and 2 of Schedule 2 shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

Where: "A" equals the amount payable under either paragraphs 3, 4 or 5 of Schedule 2

"B" equals the Base Index Figures

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made but if for any reason the Index shall be otherwise altered or shall be abolished or replaced, there shall be substituted for the purposes of this Schedule such index costs as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in cost of Public Works (Roads).

4. If any substitution for the said index or any index previously substituted therefor shall occur pursuant to the provisions of Clause 3 of this Schedule 3, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the BIS Construction Price and Cost Indices or any index previously substituted therefor on the other hand.

EXECUTED as a **DEED**)
on behalf of **INVISTA FOUNDATION**)
(HINCKLEY) LIMITED (a company)
incorporated in Guernsey) by persons)
who in accordance with the laws of)
that territory, are acting under the)
authority of that company)

[redacted] **DIRECTOR**

Authorised Signatory

[redacted]

Authorised Signatory

Rachael Falla

For Northern Trust International Fund Administration Services (Guernsey) Limited As Secretary

EXECUTED as a **DEED** by)
CAPITA TRUST COMPANY)
LIMITED)
acting as attorney for)
CAPITA IRG TRUSTEES LIMITED)

Beverley Michael Douglas

.....

~~Authorised~~

DIRECTO[redacted]

DIRECTOR/SINARTHUR LENFORD

ANNEXURE I

Draft Planning Permission

This is a Draft Decision Only.

Hinckley & Bosworth Borough Council

A Borough to be proud of

Town and Country Planning Act 1990

PLANNING PERMISSION

Name and Address of Applicant
Invista Foundation Hinckley Ltd
C/O Agent CGMS Cconsulting Morley House
26 Holborn Via Duct
Morley House
London
EC1A 2AT

Name and Address of Agent (if any)
CHRIS HICKS
CgMs Consulting
26 Morley House Holborn Viaduct
London
Greater London
EC1A 2AT

Part I - Particulars of Application

Date of Application	**Application No.**
27 January 2011	11/00046/FUL

Particulars and location of development :

MIXED USE DEVELOPMENT COMPRISING LIGHT INDUSTRIAL (B1c), STORAGE AND DISTRIBUTION (B8); AND RETAIL WAREHOUSING (A1) WITH ASSOCIATED PARKING AND ACCESS.

Jarvis Porter Coventry Road Hinckley Leicestershire LE10 0JJ

Part II - Particulars of decision

Summary of Reasons for Recommendation and Relevant Development Plan Policies :

Having regard to the pattern of existing development in the area, the relevant history of the site, representations received and relevant provisions of the development plan, as summarised below, it is considered that subject to compliance with the conditions attached to this permission, the proposed development would be in accordance with the development plan and would not be to the detriment of visual or residential amenity or highway safety.

Hinckley & Bosworth Local Plan (2001) :- BE1,BE26.

Local Development Framework Core Strategy (2009) :- Policy 1

Hinckley Town Centre Action Area Plan (2011) :- Policy 12b,Policy 14 & Policy 15

In pursuance of its powers under the Town and Country Planning Act 1990, the Hinckley and Bosworth Borough Council grants permission for the carrying out of the development referred to in Part I hereof in accordance with the application form and plans submitted, subject to the following conditions :-

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

2. The development hereby permitted shall not be carried out otherwise than in accordance with the submitted application details as follows: site location plan 10392/TP/200 Rev A (received 03 August 2011)); floor plans 10392/TP/202 and 10392/TP/203; sections10392/TP/204; elevations10392/TP/205,

10392/TP/206, 10392/TP/207, 10392/TP/208; roof plans 10392/TP/209 & 10392/TP/210; phasing diagram 10392/TP/211; details of walls and enclosures 10392/TP/212; materials sample board 10392/TP/213; landscaping and tree pit detail plans DLA-1444-P-01,02,03,04 & 05 all received 24 January 2011and highway layout plan REDW-2970-100 Rev C and site layout 10392/TP/201C received 20 April 2011.

3. The development hereby permitted shall be constructed in accordance with the details as shown on the materials sample board submitted with the application (plan no.10392/TP/213),unless otherwise agreed in writing by the Local Planning Authority.

4. The overall amount of A1 floorspace shall not exceed 9,195 square metres in total, including mezzanine floors.

5. The A1 floorspace hereby permitted shall not be used for the sale of food,except pet food.

6. The maximum quantum of floorspace used for the sale of clothing, footwear, household goods and furnishings shall not exceed 2,393 square metres gross,including the mezzanine floor.

7. The maximum quantum of floorspace (net sales area) used for the sale of clothing, footwear, household goods and furnishings shall not exceed 1,914 square metres, this being 80 percent of the maximum gross allowable.

8. There shall be no storage of materials, plant, oil drums, tyres or waste materials of any description on the open area of the site, unless otherwise indicated on the approved plan.

9. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the site being drained. Roof water shall not pass through the interceptor.

10. No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water run-off limitation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved programme and details.

11. Details of any external lighting of the site shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The submitted details shall include a layout plan with beam orientation and a schedule of equipment proposed in the design (luminaire type, mounting height, aiming angles and luminaire profiles). The lighting shall be installed, maintained and operated in accordance with the approved details unless approved otherwise in writing by the Local Planning Authority.

12. No development shall take place until details of measures to be taken to prevent the deposit of materials, i.e. mud from vehicles leaving the site during construction works being deposited on the public highway, have been submitted to and approved in writing by the Local Planning Authority. Such measures shall be retained and fully implemented for the duration of the construction period.

13. Notification of the commencement date of any site investigation work relating to potential contamination should be given in writing to the Local Planning Authority not less than 14 days before such work commences.

14. No development approved by this permission shall be commenced until a scheme for the investigation of any potential land contamination on the site has been submitted to and agreed in writing by the Local Planning Authority which shall include details of how any contamination shall be dealt with. The approved scheme shall be implemented in accordance with the agreed details and any remediation works so approved shall be carried out prior to the site first being occupied.

15. If during development, contamination not previously identified is found to be present at the site, no further development shall take place until an addendum to the scheme for the investigation of all potential land contamination is submitted to and approved in writing by the Local Planning Authority

which shall include details of how the unsuspected contamination shall be dealt with. Any remediation works so approved shall be carried out prior to the site first being occupied.

16. No development shall take place until a scheme for ventilation of the premises, which shall include installation method, maintenance and management has been submitted to and agreed in writing with the Local Planning Authority. The approved scheme shall be implemented in accordance with the agreed details before the premises are first brought into use for the development hereby approved and maintained in use thereafter.

17. Any facilities for the storage of chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound shall be at least equivalent to the capacity of the tank plus 10%. If there is multiple tankage, the compound shall be at least equivalent to the capacity of the largest tank, vessel or the combined capacity of interconnected tanks or vessels plus 10%. All filling points, associated pipework, vents, gauges and sight glasses must be located within the bund or have separate secondary containment. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipework shall be located above ground and protected from accidental damage. All filling points and tank/vessels overflow pipe outlets shall be detailed to discharge downwards into the bund.

18. Notwithstanding the details shown on the approved plans, the development shall not commence until details of staff showering and changing facilities have been submitted to and approved in writing by the LPA. The details so approved shall be provided before the development is brought into use and shall thereafter be retained throughout the lifetime of the development.

19. In accordance with the details shown on the approved plans, before the development hereby permitted is brought into use, car and cycle parking provision shall be made to the satisfaction of the LPA and once provided shall be maintained and kept available for use in perpetuity.

20. Before any unit is occupied the off-site highway works as generally shown on drawing No. REDW-2970-100C shall be completed unless otherwise agreed in writing with the Local Planning Authority

21. No development shall take place until a scheme for targeting and utilising local people for construction and post construction employment shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details.

The reasons for the conditions are :-

1. To comply with the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004.

2. For the avoidance of doubt and in the interests of proper planning

3. To ensure that the development has a satisfactory external appearance to accord with policy BE1 of the adopted Hinckley & Bosworth Local Plan.

4. To protect the vitality and viability of Hinckley Town Centre to accord with Policy Retail 1 of the adopted Hinckley and Bosworth Local Plan.

5. To protect the vitality and viability of Hinckley Town Centre to accord with Policy Retail 1 of the adopted Hinckley and Bosworth Local Plan.

6. To protect the vitality and viability of Hinckley Town Centre to accord with Policy Retail 1 of the adopted Hinckley and Bosworth Local Plan.

7. To protect the vitality and viability of Hinckley Town Centre to accord with Policy Retail 1 of the adopted Hinckley and Bosworth Local Plan.

8. To protect the appearance of the area and the environment to accord with Policy BE1 of the adopted Hinckley and Bosworth Local Plan.

9. To avoid water pollution to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

10. To avoid water pollution to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

11. To protect the appearance of the area, the environment and local residents from nuisance from artificial light to accord with Policy BE1 of the adopted Hinckley and Bosworth Local Plan.

12. In the interests of road safety to accord with policies BE1 and T5 of the Hinckley & Bosworth Local Plan.

13. To ensure adequate consideration is given to ground contamination issues to avoid the risk of contamination in connection with the new development to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

14. To ensure adequate consideration is given to ground contamination issues to avoid the risk of contamination in connection with the new development to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

15. To ensure adequate consideration is given to ground contamination issues to avoid the risk of contamination in connection with the new development to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

16. To ensure that the proposed use does not become a source of annoyance to nearby residents to accord with policy BE1 of the Hinckley & Bosworth Local Plan.

17. To prevent pollution of the water environment to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

18. In the interests of sustainability of the development and to encourage alternative transport choice to accord with Planning Policy Guidance Note 13: Transport and the requirements of Policy T5 of the Adopted Hinckley and Bosworth Local Plan.

19. In the interests of sustainability of the development and to encourage alternative transport choice to accord with Planning Policy Guidance Note 13: Transport and the requirements of Policy T5 of the Adopted Hinckley and Bosworth Local Plan

20. In the interests of highway and pedestrian safety, and the operation of the highway network. To ensure compliance with Policy T5 of the Adopted Hinckley and Bosworth Local Plan.

21. To ensure that the benefits of the development to the local area can be maximised to accord with Planning Policy Statement 4.

NOTES TO APPLICANT :-

1. Bats, nesting birds, great crested newts and certain other species are protected by law. If any such species are discovered before or during the works the works must be suspended and the local office of Natural England contacted for advice.

2. This permission does not grant approval under the Building Act 1984 and the Building Regulations 2000 (as amended) for which a separate application may be required. You are advised to contact the Building Control Section.

3. As from 6 April 2008 this Authority are charging for the discharge of conditions in accordance with revised fee regulations which came into force on that date. Application forms to discharge conditions and further information can be found on the planning portal web site www.planningportal.gov.uk.

4. All works within the limits of the Highway with regard to the access shall be carried out to the satisfaction of the Southern Area Manager (0116 3052202).

DRAFT

NOTES

1. It will be most helpful if the application number shown overleaf is quoted in all correspondence.

2. If you consider that this decision has been made invalidly through the Council failing to follow a procedure correctly, not having the legal power to make the decision in the way it did or through its decision being so unreasonable as no reasonable local authority would make the same decision based on the same facts, then you may enter a claim for judicial review to quash the decision. In order to proceed with a claim for judicial review an initial application for permission will need to be made to the Administrative Court, this application is required to be made "promptly and in any event within three months of the decision". The initial permission application will decide if you have an arguable case, whether you are sufficiently materially affected by the decision to bring the claim. If you are granted permission to bring the claim it will proceed to a full hearing at the Administrative Court. Although there is no requirement for you to do so it is highly recommended that you seek independent legal advice before bringing forward a claim for Judicial Review.

3. If the applicant is aggrieved by the decision of the Local Planning Authority to grant permission subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 78 of the Town and Country Planning Act 1990 within six months (see para 2a below) of the date of this notice. (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Room 305(K), Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN, by telephoning 0117 372 6372 or online at www.planningportal.gov.uk/planning/appeals/). You must use a Planning Appeal Form when making your appeal. If requesting forms from the Planning Inspectorate, please state the appeal form you require. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that the permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements as set out in Section 78 of the Town and Country Planning Act 1990, to the provisions of the development order, and to the directions given under the order. He does not in practice refuse to entertain appeals solely because the decision by the Local Planning Authority was based on a direction given by him. Appeals- new time rules. Appeals relating to applications made to the Local Planning Authority on, or after, 5th September 2003 must be made within six months of the date of this notice.

4. If permission to develop land is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

5. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

6. This permission covers only consent under the Town and Country Planning Acts and does not give permission to demolish a Listed Building, for which separate consent is required. Amongst other things the consent of the Council of the district in which the land is situated may be required under the Building Regulations and if the proposals affect land within the limits of the highway (that is between the highway fences or hedges) the separate consent of the Highway Authority may also be required. Steps to obtain the necessary further consents should be taken before proceeding with the development.

SHOPS, OFFICES, FACTORIES, EDUCATIONAL BUILDINGS & BUILDINGS TO WHICH THE PUBLIC ARE TO BE ADMITTED : ACCESS AND PROVISION FOR THE DISABLED PERSONS

1 The Local Planning Authority is required to bring to your attention the requirements of the Disabled Persons 1981, Building Regulations 1991 "Access and facilities for Disabled People" document M and the Chronically Sick & Disabled Act 1970 (as amended 1976) (Sections 4.7.8 and 8A) requiring the provision of access facilities, car parking and toilets for the disabled and the provision of signing indicating what provision has been made for disabled persons within the building. Your attention is also drawn to the Code of Practice B.S 5619 "Design of Housing for the convenience of Disabled People", 1978 and Code of Practice, B.S. 5810 : 1979, "Access for the Disabled to buildings" available from the British Standards Institution, 2 Park Street, London W1A 2BS. (Tel 071-629-9000) and (in so far as educational buildings are concerned), to Design Note 18 "Access for the Physically Disabled to Educational Buildings."

2 The buildings to which these requirements apply are :-

a) Buildings to which the public are to be admitted to which Section 4 of the Chronically Sick & Disabled Act 1970 (as amended 1976) applies.

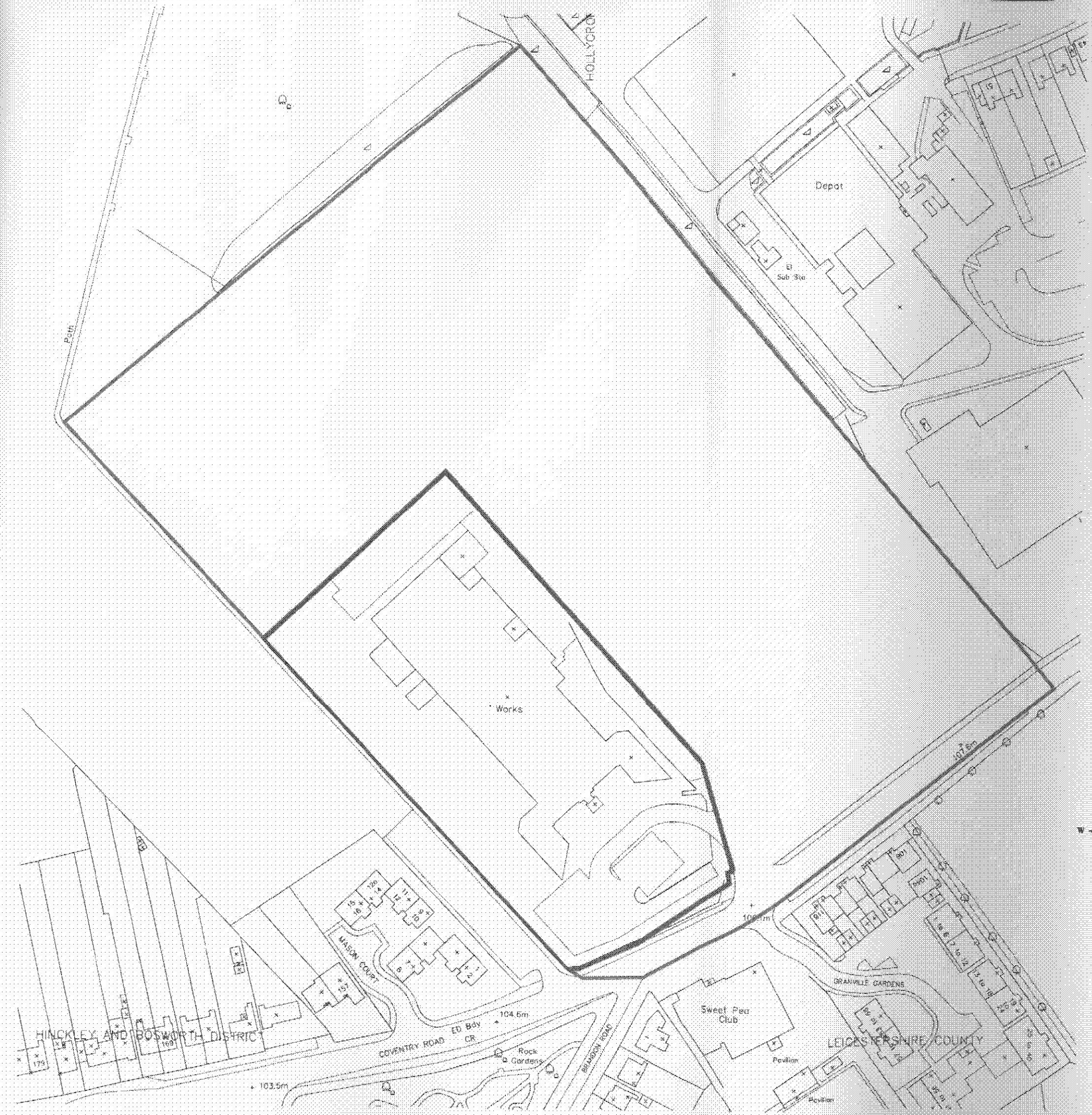
b) Offices, Shops & Railway Premises as defined in the Offices, Shops & Railway Premises Act 1963 or premises deemed to fall within the Act.

c) Factories as defined by Section 175 of the Factories Act 1961.
Educational Buildings as defined by Section 29B of the Disabled Persons Act 1981.

PPNOTES – V2.1

PLAN I

Site Plan



NOTES

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Subject to Statutory Approvals.

Rev	Description	Ckkd	Date
A	Minor amendment to red line	MLD	01.07.11

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Job Title
COVENTRY ROAD
HINCKLEY

Drg Title
SITE LOCATION PLAN

Status
PLANNING

0 62.5 m

Scale 1:1250 @ A3

Date 13.12.10

Drg No 10392 / TP / 200

Rev A

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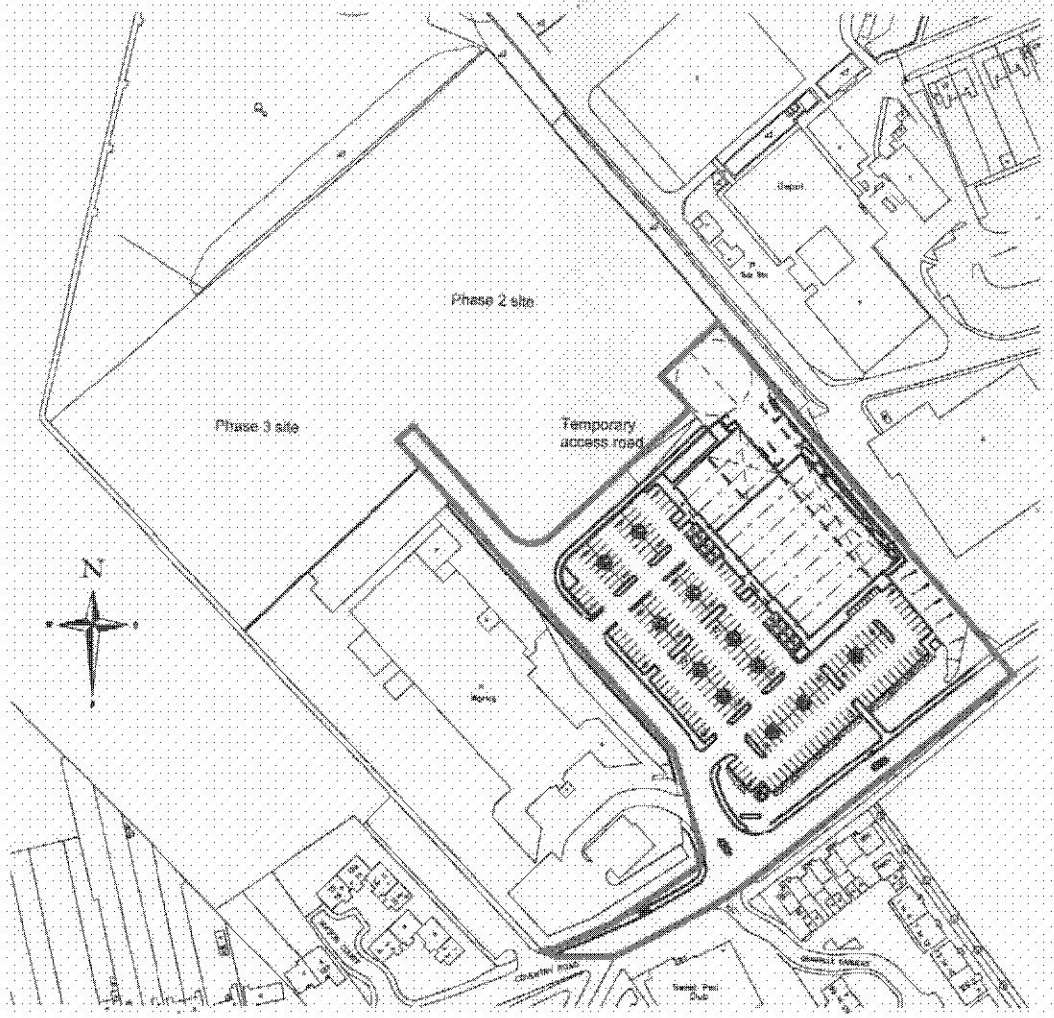
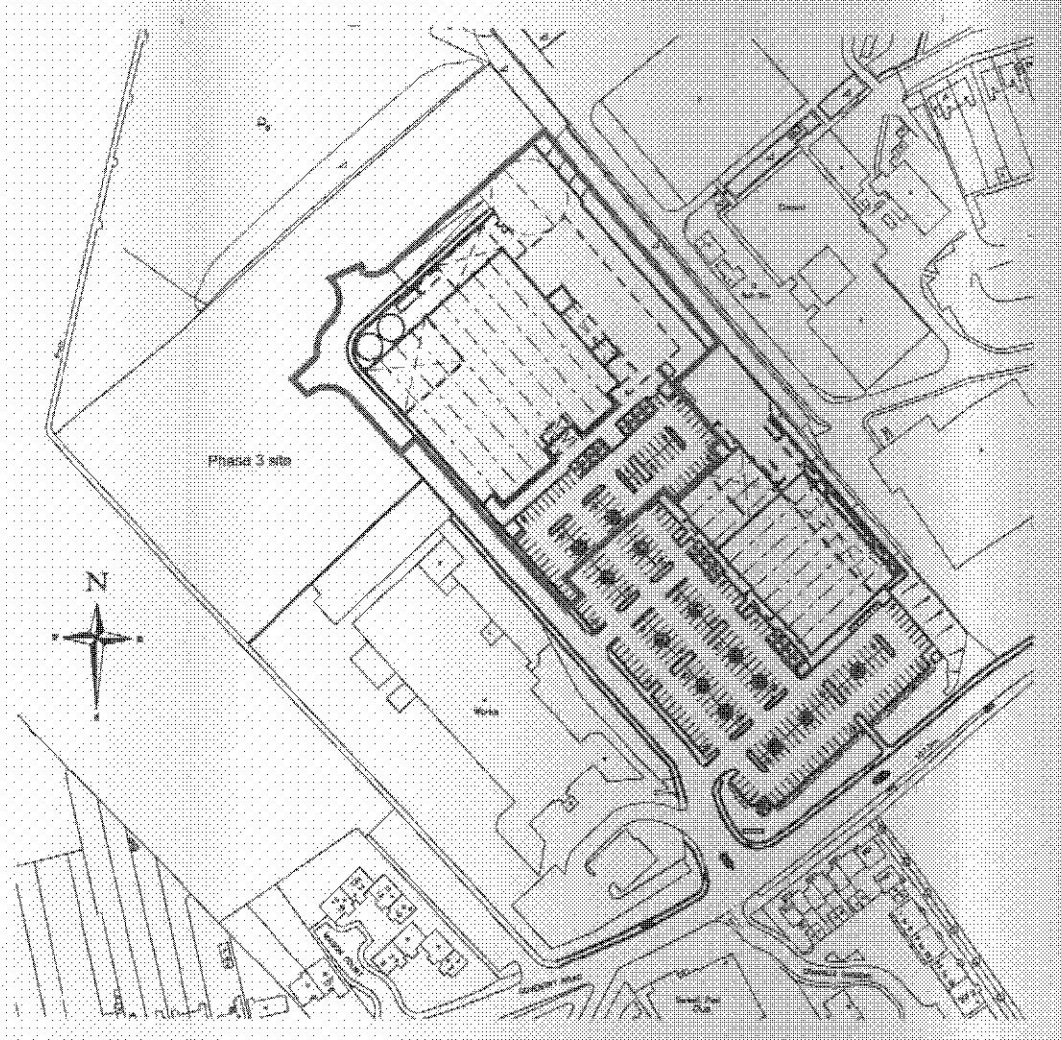
PLAN 2

Phasing Plan



PHASE 1



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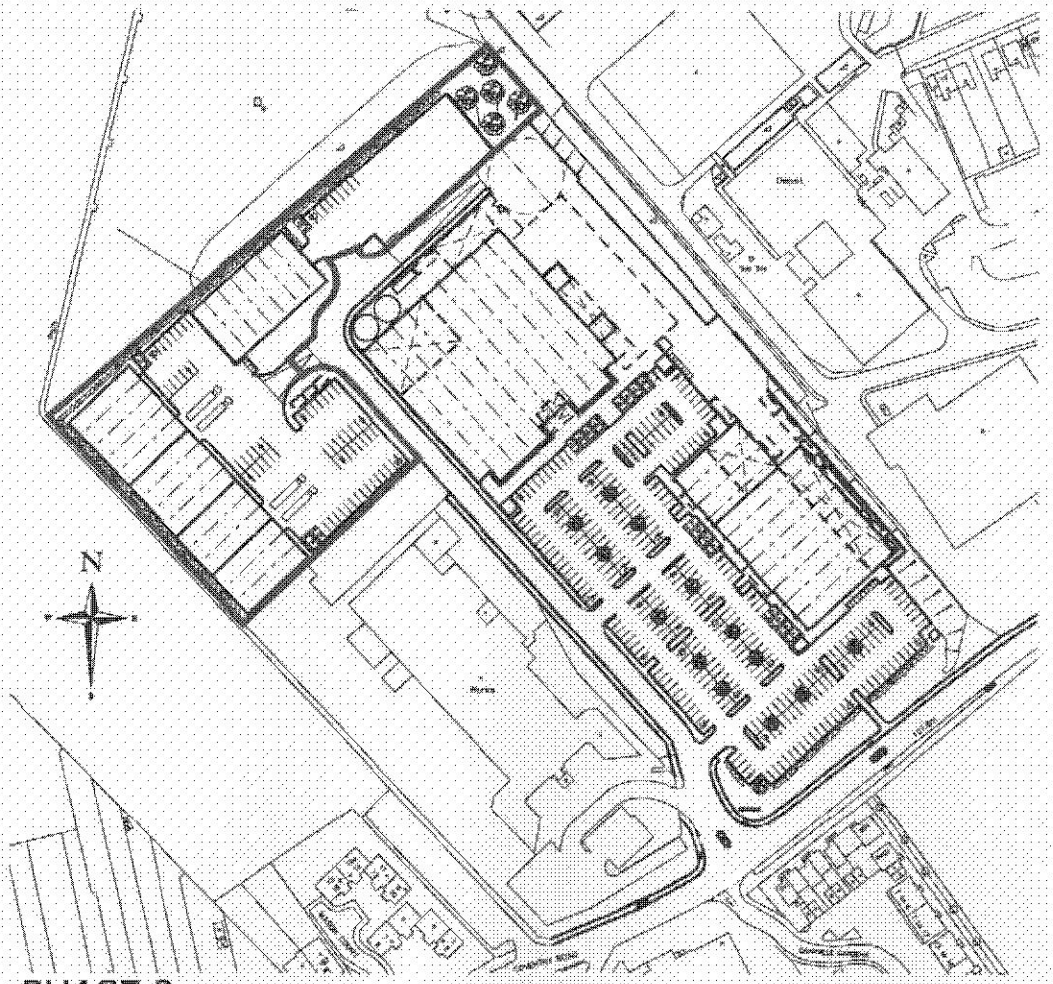

PHASE 3

LEGEND

PHASE 1

PHASE 2

PHASE 3

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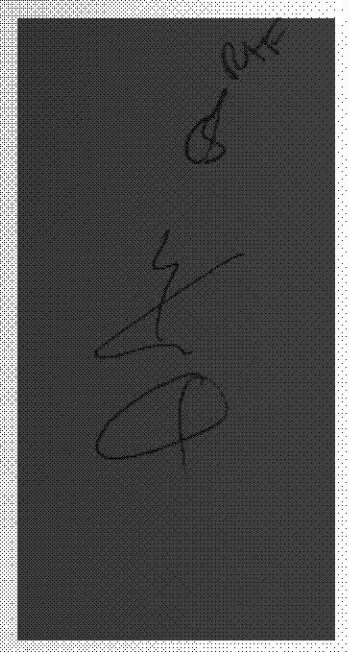

Rev	Description	Chkd	Date

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Project
COVENTRY ROAD
HINCKLEY

Drg Title
PHASING DIAGRAM

Status
FOR INFORMATION

0 62.5 m

Scale 1:1250 @ A1

Date 17.05.11

Drg No 10392 / SK / 141

Rev

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