



24 August

Dated

2023

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

- and -

NETWORK RAIL INFRASTRUCTURE LIMITED

- and -

CDR NOMINEECO 1 LIMITED

- and -

CDR NOMINEECO 2 LIMITED

- and -

BYWATER PROPERTIES LIMITED

- and -

CBRE LOAN SERVICES LIMITED

Agreement pursuant to Section 106 of the Town and Country Planning Act 1990
and other powers in relation to land known as
Peckham Rye Railway Station, Station Way and 1-4 Holly Grove London Southwark SE15 4RX

Doreen Forrester-Brown
Assistant Chief Executive – Governance & Assurance
London Borough of Southwark
160 Tooley Street
London SE1 2TZ
Ref: LEG/RP/PL/S106/RR020/350
22/AP/1006

THIS DEED is made the 24 day of AUGUST two thousand and twenty- three

B E T W E E N

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ (“the Council”);
- (2) **NETWORK RAIL INFRASTRUCTURE LIMITED** (company registration number 02904587) whose registered office is situated at Waterloo General Office, London, SE1 8SW (“the Owner”);
- (3) **CDR NOMINEECO 1 LIMITED** (company registration number 11519165) whose registered office is situated at 140 London Wall, London EC2Y 5DN (“the First Leaseholder”);
- (3) **CDR NOMINEECO 2 LIMITED** (company registration number 11519140) whose registered office is situated at 140 London Wall, London EC2Y 5DN (“the Second Leaseholder”);
- (4) **BYWATER PROPERTIES LIMITED** (company registration number 06606235) whose registered office is situated at 46-48 James Street, London W1U 1EZ (“the Third Leaseholder”); and
- (5) **CBRE LOAN SERVICES LIMITED** (company registration number 05469838) whose registered office is situated at Henrietta House, Henrietta Place, London, England, W1G 0NB (“the Lender”).

W H E R E A S:

- (A) The Council is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner owns the unregistered freehold interest in the Site.
- (C) The First Leaseholder and the Second Leaseholder own the leasehold interest in part of the Site and are registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number TGL520865 at the date of this Agreement and each enter into this Agreement in the manner set out at clause 23.
- (D) The Third Leaseholder owns the leasehold interest in part of the Site and is registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number

SGL445147 and SGL445149 at the date of this Agreement and enters into this Agreement in the manner set out at clause 23.

- (E) The Lender has a registered charge dated 3 September 2019 over Title Number TGL520865 and has agreed to enter into this Agreement in the manner hereafter provided.
- (F) The Owner wishes to construct the Development upon the Site in accordance with the Planning Permission and the Listed Building Consent and the obligations contained herein.
- (G) On 16 September 2022, the Council by delegated authority resolved to grant the Planning Permission subject to completion of this Agreement.
- (H) Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the Parties are willing to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions and Interpretation

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

“1990 Act” means the Town and Country Planning Act 1990;

“AAPs” means the Council's area action plans extant at the time of Implementation or any replacement thereof;

“Acts” means Sections 111, 120 and 123 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 278 of the Highways Act 1980 and Section 1 of the Localism Act 2011 together with all other powers enabling;

“Administration Cost” means the sum of £67.76 (sixty-seven pounds and seventy six pence) Index Linked to be paid by the Owner to the Council for the reasonable costs incurred by the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms;

- “Agreement”** means this Deed;
- “Application”** means the application for planning permission submitted by the Owner to the Council and received by the Council on 16 March 2022 to carry out the Development upon the Site (local planning authority reference 22/AP1006);
- “Be Seen Energy Monitoring Guidance”** means the document titled “Be Seen Energy Monitoring Guidance” dated September 2021 prepared by the GLA or any replacement document;
- “Borough”** means the London Borough of Southwark;
- “Commencement”** means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site;
- “Completion”** means:-
- (a) in respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Owner’s duly appointed architect or other project consultant designated by the Owner for that purpose; and
 - (b) in respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Owner’s architect or other project consultant designated by the Owner for that purpose,
- and “Complete”, “Completed” and “Completion Date” shall be construed accordingly.
- “Conservation Management Contribution”** means the sum of £3,389 (three thousand three hundred and eighty-nine pounds) Index Linked to be paid by the Owner to the Council in accordance with paragraph 1 of Schedule 3 and to be applied by the Council towards the supervision of the restoration works, provision of specialist restoration advice, and reviewing, approving and monitoring compliance with the Conservation Management Plan;

“Conservation Management Plan”	means a plan setting out the policies and guidance for ongoing maintenance, repair and minor alterations of the Development to be prepared by an accredited conservation architect and submitted to the Council for approval pursuant to paragraph 2 of Schedule 3;
“Defects Liability Period”	means such period of time following Completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development;
“Demolition”	means the taking down of the existing buildings on the Site or any substantial part thereof but excludes inter alia the removal of doors, flooring, fixtures, services and temporary structures including room partitions and ‘Demolish’ shall be construed accordingly;
“Development”	means the partial demolition and alteration of Peckham Rye Station and formation of a new two storey concourse to the rear to provide additional circulation space, stairs and lifts; provision of an additional stair and lift on platform 1; remodelling of the booking hall to improve station facilities and accessibility; demolition of 1-4 Holly Grove (Use Class F1) and redevelopment to provide a new building including lifts and stairs, an electrical substation and staff accommodation; provision of a new station forecourt and station entrance facing west into Dovedale Court including the loss of three commercial units (Use Class E); improvement of the pedestrian entrance on Blenheim Grove or any variation thereof;
“Development Plan”	means the Southwark Plan, AAPs and the London Plan;
“Director of Planning and Growth”	means the Council’s Director of Planning and Growth or any other officer or person properly exercising the authority of the Director of Planning and Growth for the time being;
“District Heat Network”	means a strategic combined heat and power network which the Council may implement to serve existing and new developments;
“Energy Centre”	means a site-wide low carbon communal heating system;
“GLA”	means the Greater London Authority or their successor in statutory function;
“GLA Reporting Webform”	means the GLA’s ‘Be Seen’ reporting webform templates located on the GLA’s website at https://www.london.gov.uk/what-we-

do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance);

“Highway Development Manager”

means the Council’s Highway Development Manager or any other officer or person properly exercising the authority of the Highway Development Manager for the time being;

“Implementation Date”

means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey, site clearance, archaeological investigation, remedial or remediation work in respect of any contamination or other adverse ground condition, diversion and laying or removal of services, erection of any temporary means of enclosure including fences and hoardings, the temporary display of site notices or advertisements and references to “Implementation” and “Implement” shall be construed accordingly;

“Index”

means the RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics in respect of all payments to be made under this Agreement or in the event such indexes cease to exist such index as may be adopted by the Council for this purpose of calculating planning obligations to be applied in accordance with clause 13;

“Index Linked”

means increased (if applicable) in accordance with clause 13;

“Leaseholders”

means the First Leaseholder, the Second Leaseholder and the Third Leaseholder;

“Listed Building Consent”

means the listed building consent for the Development granted by the Council on 13 September 2022 attached at Annexure 2 (local planning authority reference 22/AP/1329);

“London Plan”

means the London Plan dated March 2021 or any replacement thereof;

“Mortgagee”

means an established corporate body within the finance industry regulated by the Prudential Regulation Authority the Financial Conduct Authority or similar and acting as a bona fide lender;

“Occupation”	means the first date upon which any part of the Development is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases “Occupy” and “Occupied” shall be construed accordingly;
“Parties”	means the Council, the Owner, the Leaseholders and the Lender and “Party” shall refer to any one of them;
“Planning Permission”	means the planning permission for the Development substantially in the form of the draft attached at Schedule 1 to be issued pursuant to the Application;
“Reportable Unit”	means “Reportable Unit (Energy Centre) or Reportable Unit (Non-Residential);
“Reportable Unit (Energy Centre)”	means either a connection to a third-party District Heat Network, a self-contained Energy Centre serving multiple non-residential properties (within the Site);
“Reportable Unit (Non-Residential)”	means a building with a single occupier/tenant or a building with multiple tenants;
“Section 278 Highways Agreement”	means any agreement between the Owner and the Council pursuant to Section 278 of the Highways Act 1980 for securing and authorising the Owner to carry out the Section 278 Highway Works and (unless otherwise agreed between Owner and the Council) the Section 278 Highways Agreement(s) shall include (without limitation) provisions for: <ul style="list-style-type: none">(a) the Section 278 Highways Works to be secured to the sum of the Section 278 Highways Works Bond;(b) the security relating to the amount of the Section 278 Highway Works to be delivered prior to the commencement of the Section 278 Highway Works; and(c) the Owner to carry out the Section 278 Highways Works in accordance with the approved Section 278 Highways Works Specification at its own cost and at no cost to the Council.
“Section 278 Highway Works Bond”	means the deposit, bond, guarantee, surety or similar security relating to the Section 278 Highway Works in a sum equivalent to the estimated cost of the Section 278 Highway Works plus ten percent;

“Section 278 Highway Works”

means:-

- (a) repaving the footway including new kerbing fronting the Development on Blenheim Grove and Holly Grove;
- (b) constructing a new footway on the access road between Blenheim Grove and Dovedale Court;
- (c) resurfacing the access road and carriageway to Dovedale Court;
- (d) upgrading the vehicle entrance on Blenheim Grove to the access road of Dovedale Court;
- (e) refreshing road markings following the kerb and crossover installation

and which are shown on the drawing attached at Annexure 1 and labelled 274035-INV-V1-00-XX-DR-C-2500 P01_S278 Extents and 274035-INV-V1-00-XX-DR-C-2400 P01, for indication purposes only, along with promoting any necessary traffic regulation orders and any other ancillary works which the Council may reasonably require all of which shall be in accordance with the Southwark Streetscape Design Manual;

“Section 278 Highway Works Specification”

means a detailed design specification of the Section 278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Owner pursuant to paragraph 1 of Schedule 2 and approved by the Director of Planning and Growth and the Highway Development Manager and obtaining their approval to it in writing on or before the date the Owner and the Council (as highway authority) enter into the Section 278 Highway Works Agreement;

“Site”

means the land known as Peckham Rye Railway Station, Station Way And 1-4 Holly Grove London SE15 4RX and for the purpose of identification only shown edged red on the plan attached at Annexure 1 and labelled “Site Location Plan;”

“Southwark Streetscape Design Manual”

means the Southwark Streetscape Design Manual and associated guidance and any replacement thereof;

“Southwark Plan”

means the Southwark Plan 2022 or any replacement thereof;

“Station Building”

means the Grade II Listed Peckham Rye Station building on the Site;

- 1.12 Any plan or strategy required to be submitted pursuant to this Agreement may be updated from time to time with the approval of the Council.
- 1.13 Any reference to an approval is to the approval of the Director of Planning and Growth unless otherwise stated.
- 1.14 Where in this Agreement the Council is required to give an approval, consent or agreement the approval, consent or approval shall not be deemed to have been given unless in writing.
- 1.15 Where the agreement, approval, consent, confirmation or an expression of satisfaction is required by the Owner or the Council under the terms of this Agreement that agreement, approval, consent, confirmation or satisfaction shall not be unreasonably withheld or delayed.

2. Statutory Provisions

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that subject to clause 7 the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 2.2 To the extent only that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

3. Legal Effect

- 3.1 The Agreement shall come into effect on the date of this Agreement but the obligations shall not be enforceable by the Council until Commencement of the Development.
- 3.2 In the event that any new planning permission(s) are granted by the Council pursuant to section 73 of the 1990 Act (as amended) and unless otherwise agreed between the Parties:-
 - 3.2.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to section 73 of the 1990 Act and the Site itself, and

3.2.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and

3.2.3 this Agreement shall be endorsed with the following words in respect of any future section 73 application:-

“The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 of the 1990 Act.

3.3 The Owner shall meet the Council's reasonable legal fees in respect of any such endorsement.

4. Obligations of the Owner

4.1 The Owner hereby warrants that it has full power to enter into this Agreement and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

4.2 The Owner covenants to observe and perform or cause to be observed and performed the obligations contained in the Schedules to this Agreement at the times and in the manner provided therein.

4.3 Without prejudice to any other remedy available to the Council, the Owner covenants that no part of the Development shall be Implemented or Occupied (as appropriate) unless and until the obligations contained within the Schedules to this Agreement that are required to be fulfilled before Implementation or Occupation have been complied with.

4.4 The Owner shall contact the S.106 and CIL Team (cil.s106@southwark.gov.uk) at the Council to arrange payment of the Administration Cost and the Conservation Management Contribution.

4.5 The Owner covenants:

- 4.5.1 unless otherwise agreed by the Council not to permit the Implementation of the Development by any Tenant or any other third party and not to vary any existing demise, legal or equitable interests of any Tenant such as to incorporate the whole or part of the Development to be constructed on Site pursuant to the Planning Permission, save that the Tenant shall not be prevented from obtaining a new freehold or leasehold interest in the Development or any part of it to be constructed;
- 4.5.2 unless otherwise agreed by the Council and save for the interests of the Leaseholders, not to Implement the Development without first having procured the surrender of or served any necessary notices to terminate any extant legal or equitable interests of any Tenant with an interest in the Site;
- 4.5.3 not to revoke or withdraw any notices served upon any Tenant pursuant to clause 4.5.2 unless otherwise agreed by the Council having regard to the enforceability of the obligations in this Agreement;
- 4.5.4 in the event that having used reasonable endeavours the Owner cannot comply with clause 4.5.2 above, unless otherwise agreed by the Council, the Owner shall not Implement the Development unless it has procured that each and every Tenant with an extant demise, legal or equitable interest in land within the Site enters into an agreement (*mutatis mutandis*) as this Agreement for the purpose of further securing that the obligations in this Agreement are binding and enforceable against each and every Tenant with an extant demise, legal or equitable interest in the Site or any part thereof.

5. Notification to Council

- 5.1 The Owner covenants with the Council to notify the Council:
 - 5.1.1 of its application to the Land Registry under clause 8 within 14 days of this Agreement by written notice;
 - 5.1.2 immediately of the occurrence of Implementation by written notice;
 - 5.1.3 of its intention to pay the Administration Cost and Conservation Management Contribution by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 Working Days immediately preceding the making of such payment;

6. Council's Covenants

The Council covenants with the Owner and the Leaseholders to observe and perform or cause to be observed and performed the obligations in Schedule 5 of this Agreement

7. Enforceability of Obligations

7.1 The obligations contained in this Agreement shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

7.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with the whole of its interest in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

8. Registration

8.1 Immediately after the execution of this Agreement, the Owner shall make an application to the Land Registry for entries relating to this Agreement to be made in the charges register(s) of the Title Number(s) referred to in recital C and D above (as applicable) so as to bind the Site as provided for in the before-mentioned statutory provisions.

8.2 If the Owner fails to make the application as referred to in clause 8.1 above the Council shall (without prejudice to any other right) be entitled to register the Agreement and recover the expenses incurred in doing so from the Owner and the Owner covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

8.3 The covenants on behalf of the Parties to be observed and performed under this Agreement shall be treated as Local Land Charges and registered by the Council in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

8.4 The Parties acknowledge that this Agreement is a public document and that a full un-redacted copy may be placed on the planning register, the Register of Local Land Charges and/or otherwise published and/or made available.

9. Site Not To Be Encumbered

The Owner covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any Party or successor in title may be prevented from carrying out their covenants and obligations contained herein.

10. Right of Access

Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

11. Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Owner.

12. Interest on Late Payment

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Owner shall pay on demand to the Council interest thereon at the interest rate of four per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

13. Indexation

Any sum referred to in the Agreement and required to be paid to the Council shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

14. Enforcement Costs

Without prejudice to the terms of any other provision herein the Owner shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising hereunder.

15. Administration Cost

The Owner covenant to pay the Administration Cost prior to Implementation and separately not to Implement the Development until the Administration Cost has been paid to the Council.

16. Council's Legal Fees

The Owner shall pay on the date of this Agreement to the Council by way of a BACS or CHAPS transfer the Council's reasonable costs in the preparation and negotiation of this Agreement.

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.
- 17.2 The Owner acknowledges and agrees that if at any time VAT is required to be paid in respect of the Conservation Management Contribution then to the extent that VAT had not been

previously charged in respect of that contribution the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. Notices

18.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 18.3.

18.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

18.2.1 if delivered by hand, upon delivery at the relevant address;

18.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting; and

except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

18.3 Subject to clause 18.4, the address, relevant addressee and reference for each Party are:

For the Council:

Address: Southwark Council, Development Management, Planning & Transport, Chief Executive's Department, PO Box 64529 London, SE1P 5LX;

Relevant addressee: The Director of Planning and Growth (for general enquiries); S.106/CIL Monitoring Officer (for planning obligation enquiries)

Reference: S106/RR020/350 and 22/AP/1006

For the Owner:

Address: The address stated in the parties section above.

Relevant addressee: Managing Director, Network Rail Infrastructure Limited, Puddle Dock, Blackfriars London EC4V 3DS

Reference: Peckham Rye Station – S106 Agreement

Telephone: 0330 854 8100

For the First Leaseholder:

Address: The Arch Company, Bastion House 140 London Wall, Moorgate London EC2Y 5DN

Relevant addressee: Rob McAuliffe

Reference:

Telephone: 0800 8308400

For the Second Leaseholder:

Address: The Arch Company, Bastion House 140 London Wall, Moorgate
London EC2Y 5DN
Relevant addressee: Rob McAuliffe
Reference:
Telephone: 0800 8308400

For the Third Leaseholder:

Address: The address stated in the parties section above.
Relevant addressee: Theo Mitchell
Reference:
Telephone: 020 7486 2233

For the Lender:

Address: The address stated in the parties section above.
Relevant addressee: The Company Secretary
Reference:
Telephone:

18.4 A Party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

18.4.1 the date specified in the notification as the date on which the change is to take place; or

18.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

19. Determination of Disputes

19.1 Subject to clause 19.7, if any dispute arises relating to or arising out of the terms of this Agreement, a Party may give to the other written notice requiring the dispute to be determined under this clause 19. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

19.2 For the purposes of this clause 19 a “Specialist” is a person qualified to act as an expert in relation to the dispute having not less than ten years’ professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

- 19.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any Party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as they may require, to determine the appropriate type of Specialist and to arrange their nomination under clause 19.4.
- 19.4 Any dispute over the identity of the Specialist is to be referred at the request of any Party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as they may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 19.5 The Specialist is to act as an independent expert and:
- 19.5.1 each Party may make written representations within ten Working Days of their appointment and will copy the written representations to the other Parties;
 - 19.5.2 each Party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other Parties;
 - 19.5.3 the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as they may reasonably require;
 - 19.5.4 the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 19.5.5 the Specialist is to have regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision; and
 - 19.5.6 the Specialist is to use all reasonable endeavours to publish their decision within thirty Working Days of his appointment.
- 19.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 19, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

19.7 This clause 19 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

20. Contracts (Rights of Third Parties) Act 1999

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act 1999.

21. Miscellaneous

21.1 The construction validity and performance of this Agreement shall be governed by English law.

21.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.

21.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

21.4 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Agreement.

21.5 If the Planning Permission and all variations and modifications thereof shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Owner or their successors in title but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Agreement shall have no further effect thereupon.

21.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.

22. Community Infrastructure Levy

The Parties are satisfied that the planning obligations given by the Owner set out in this Agreement accord with the three statutory tests set out in Regulation 122 (2)(a)-(c) of the Community Infrastructure Regulations 2010.

23. The Leaseholders

23.1 The Leaseholders each acknowledge and declare that this Agreement has been entered into by the Owner with their consent and each individually consent to the Site being bound by the covenants, obligations and undertakings contained herein save that the First Leaseholder and/or the Second Leaseholder and/or the Third Leaseholder shall have no liability under this Agreement unless they become a successor in title to the Owner as freehold owner of the Site and they Implement the Development or continue to Implement the Development.

23.2 The Owner hereby indemnifies the First Leaseholder, the Second Leaseholder and the Third Leaseholder against any and all costs incurred by the First Leaseholder and/or Second Leaseholder and/or the Third Leaseholder in respect of all claims, damages and proceedings arising out of this Agreement and any liability or charge under the Community Infrastructure Levy Regulations 2010 and any other regulations made in relation to the Community Infrastructure Levy under Part II of the Planning Act 2008 in respect of the Development (including any correspondence relating to such liability or charge (threatened or actual)).

23.3 The Leaseholders each covenant not to obstruct the Development and to do all things reasonably necessary to allow the Owner to carry out the Development in accordance with the Planning Permission.

24. Lender

The Lender has a registered legal charge over the Site and consents to the First Leaseholder and the Second Leaseholder entering into this Agreement and consents to the Site being bound by the covenants, obligations and undertakings contained herein and that the said covenants obligations and undertakings shall take priority over its interest and should the Lender become successor in title or a mortgagee in possession of the Site or any part thereof before the obligations contained in this Agreement have been performed in full the Lender agrees to be bound by those provisions of this Agreement which are binding on the First Leaseholder and the Second Leaseholder.

25. Future Mortgagee

A Mortgagee with a charge over the Site created after the date of this Agreement shall have no liability under this Agreement unless it takes possession of the Site or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

SCHEDULE 1
Draft Planning Permission

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SOUTHWARK COUNCIL

Town and Country Planning Act 1990 (as amended)

Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)



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DRAFT DECISION NOTICE

LBS Reg. No.: 22/AP/1006

Date of Issue of Decision:

Applicant Mr Andrew Wood
Network Rail Infrastructure Ltd

Pending legal agreement WITH LEGAL AGREEMENT for the following development:

Partial demolition and alteration of Peckham Rye Station and formation of a new two storey concourse to the rear to provide additional circulation space, stairs and lifts. Provision of an additional stair and lift on platform 1. Remodelling of the booking hall to improve station facilities and accessibility. Demolition of 1-4 Holly Grove (Use Class F1) and redevelopment to provide a new building including lifts and stairs, an electrical substation and staff accommodation. Provision of a new station forecourt and station entrance facing west into Dovedale Court including the loss of three commercial units (Use Class E). Improvement of the pedestrian entrance on Blenheim Grove.

At

Peckham Rye Railway Station Station Way And 1-4 Holly Grove London Southwark

In accordance with the valid application received on 17 March 2022 and supporting documents submitted which can be viewed on our Planning Register.

For the reasons outlined in the case officer's report, which is also available on the Planning Register.

The Planning Register can be viewed at: <https://planning.southwark.gov.uk/online-applications/>

Conditions

Permission is subject to the following Approved Plans Condition:

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1. The development shall be carried out in accordance with the following approved plans:

Reference no./Plan or document name/Rev.	Received on:
LAB-668-DR-1050 Demolitions, Existing Ground Floor Plan (Rev: Rev 01)	02/08/2022
LAB-668-DR-1051 Demolitions, existing first floor plan	16/03/2022
LAB-668-DR-1052 Demolitions, Existing Second Floor Plan	16/03/2022
LAB-668-DR-1055 Demolitions, Existing Elevation / Sections CC & DD	16/03/2022
LAB-668-DR-2010 Proposed Ground Floor Plan (Ticket Hall Level) (Rev: Rev 01)	02/08/2022
LAB-668-DR-2011 Proposed First Floor Plan (Intermediate Level) (Rev: Rev 01)	02/08/2022
LAB-668-DR-2012 Proposed Second Floor Plan (Platform Level) (Rev: Rev 01)	02/08/2022
LAB-668-DR-2013 Proposed Roof Plan (Rev: Rev 02)	09/09/2022
LAB-668-DR-2020 Proposed Sections & Elevations AA & BB	16/03/2022
LAB-668-DR-2021 Proposed Sections & Elevations CC & DD & EE	16/03/2022
LAB-668-DR-2030 Proposed Elevations, Holly Grove and Blenheim Grove	02/08/2022
LAB-668-DR-2110 Western Concourse Extension Proposed Ground Floor Plan (Ticket Hall Level) (Rev: Rev 01)	02/08/2022
LAB-668-DR-2111 Western Concourse Extension Proposed First Floor Plan (Intermediate Level) (Rev: Rev 01)	02/08/2022
LAB-668-DR-2112 Western Concourse Extension Proposed Second Floor Plan (Platform Level) (Rev: Rev 01)	09/09/2022
LAB-668-DR-2113 Western Concourse Extension Proposed Roof Plan (Rev: Rev 01)	09/09/2022
LAB-668-DR-2120 Western Concourse Extension Proposed	16/03/2022

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Sections & Elevations AA & BB	
LAB-668-DR-2121 Western Concourse Extension Proposed Sections & Elevations DD & FF	16/03/2022
LAB-668-DR-2130 Western Concourse Extension Proposed Sections & Elevations EE	16/03/2022
LAB-668-DR-2135 Western Concourse Extension Proposed External Works, Dovedale Court (Rev: Rev 01)	02/08/2022
LAB-668-DR-2151 Holly Grove Station Building Proposed Ground & First Floor Plan (Rev: Rev 01)	02/08/2022
LAB-668-DR-2152 Holly Grove Station Building Proposed Second and Roof Plan (Rev: Rev 02)	09/09/2022
LAB-668-DR-2160 Holly Grove Station Building Proposed Sections GG & HH (Rev: Rev 01)	02/08/2022
LAB-668-DR-2170 Holly Grove Station Building Proposed Sections & Elevations DD & JJ and Holly Grove (Rev: Rev 01)	02/08/2022

Reason:

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

Permission is subject to the following Time Limit:

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

Reason:

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

Permission is subject to the following Pre-Commencements Condition(s)

3. Prior to commencement of demolition works, a valid construction contract

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(under which one of the parties is obliged to carry out and complete the works of redevelopment of the site for which planning permission was granted simultaneously with this consent) shall be entered into and evidence of the construction contract shall be submitted to for approval in writing by the Local Planning Authority.

Reasons:

As empowered by Section 74(3) of the Planning (Listed Buildings and Conservation Areas) Act 1990 and to maintain the character and appearance of the Conservation Area, in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework 2021, Policy HC1 (Heritage conservation and growth) of the London Plan 2021, Policies P19 (Listed buildings and structures), P20 (Conservation areas), P21 (Conservation of the historic environment and natural heritage) and P24 (World heritage sites) of the Southwark Plan 2022.

4. No development shall take place, including any works of demolition, until a written CEMP has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall oblige the applicant, developer and contractors to commit to current best practice with regard to construction site management and to use all best endeavours to minimise off-site impacts, and will include the following information:
- A detailed specification of demolition and construction works at each phase of development including consideration of all environmental impacts and the identified remedial measures;
 - Details of station closure and/or phasing works;
 - Site perimeter continuous automated noise, dust and vibration monitoring;
 - Engineering measures to eliminate or mitigate identified environmental impacts e.g. hoarding height and density, acoustic screening, sound insulation, dust control measures, emission reduction measures, location of specific activities on site, etc.;
 - Arrangements for a direct and responsive site management contact for nearby occupiers during demolition and/or construction (signage on hoardings, newsletters, residents liaison meetings, etc.);
 - A commitment to adopt and implement of the ICE Demolition Protocol and Considerate Contractor Scheme; Site traffic ' Routing of in-bound and outbound site traffic, one-way site traffic arrangements on site, location of lay off areas, etc.;
 - Site waste management;

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- Accurate waste stream identification, separation, storage, registered waste carriers for transportation and disposal at appropriate destinations;
- A commitment that all NRMM equipment (37 kW and 560 kW) shall be registered on the NRMM register and meets the standard as stipulated by the Mayor of London.

All demolition and construction work shall be undertaken in strict accordance with the approved CEMP and other relevant codes of practice, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To ensure that occupiers of neighbouring premises and the wider environment do not suffer a loss of amenity by reason of pollution and nuisance, in accordance with the National Planning Policy Framework 2021 and Policy P56 (Protection of amenity) of the Southwark Plan 2022.

5. No development shall take place, including any works of demolition, until a Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Waste Management plan shall include details of how the waste will be recycled and/or disposed of and managed during construction.

The development shall be carried out in accordance with the approved Waste Management Plan.

Reason:

In the interest of promoting waste reduction and protecting the amenity of the site in accordance with the National Planning Policy Framework 2021, Policy SI 7 (Reducing waste and supporting the circular economy) of the London Plan 2021 and Policies P56 (Protection of amenity) and P62 (Reducing waste) of the Southwark Plan 2022.

6. No development shall take place, including any works of demolition, until a detailed Noise Impact Assessment has been submitted to and approved in writing by the Local Planning Authority. The contents of the noise impact assessment will include the following:
 - Background noise levels representing the noise climate for the whole site;
 - Noise from the ground-works phase;
 - Noise from the construction phase;

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- Noise from the use phase;
- Noise from servicing; and
- Proposed mitigation of identified sources where necessary.

Reason:

To safeguard the amenity of neighbouring residential properties in accordance with the National Planning Policy Framework 2021 and Policies P56 (Protection of amenity) and P66 (Reducing noise pollution and enhancing soundscapes) of the Southwark Plan 2022.

Permission is subject to the following Grade Condition(s)

7. Before any above grade work hereby authorised begins, samples of the external facing materials to be used in the carrying out of this permission shall be presented on site to the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance the National Planning Policy Framework 2021, Policy D4 (Delivering good design) of the London Plan 2021 and Policies P13 (Design of places) and Policy P14 (Design quality) of the Southwark Plan 2022.

8. Prior to above grade works, detailed drawings of the proposed fins, gates, windows and reveal openings for the Holly Grove building shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason:

In order to ensure that high quality of design and detailing is achieved in accordance the National Planning Policy Framework 2021, Policy D4 (Delivering good design) of the London Plan 2021 and Policies P13 (Design of places) and Policy P14 (Design quality) of the Southwark Plan 2022.

9. Before any above grade work hereby authorised begins, details of the

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biodiversity green roofs shall be submitted to and approved in writing by the Local Planning Authority. The biodiversity green roofs shall be

- Biodiversity based with extensive substrate base (depth 80-150mm);
- Laid out in accordance with agreed plans; and
- Planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works (focused on wildflower planting, and no more than a maximum of 25% sedum coverage).

The biodiversity (green/brown) roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency. The biodiversity roof(s) shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with the National Planning Policy Framework 2021, Policies SI 4 (Managing heat risk), SI 13 (Sustainable drainage), G1 (Green infrastructure) and G5 (Urban greening) of the London Plan 2021 and Policies P59 (Green infrastructure) and P60 (Biodiversity) of the Southwark Plan 2022.

10. Before any above grade work hereby authorised begins, detailed drawings of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings (including cross sections, available rooting space, tree pits, surfacing materials of any parking, access, or pathways layouts, materials and edge details), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the equivalent stem girth and species in the first suitable planting season. Planting shall comply to BS: 4428 Code

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of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason:

So that the Council may be satisfied with the details of the landscaping scheme, in accordance with the National Planning Policy Framework 2021, Policies SI 4 (Managing heat risk), SI 13 (Sustainable drainage), G1 (Green infrastructure, G5 (Urban greening) and G7 (Trees and woodlands) of the London Plan 2021, Policies P13 (Design of places), P14 (Design quality), P56 (Protection of amenity), P57 (Open space) and P60 (Biodiversity) of the Southwark Plan 2022.

11. Prior to above grade works, full details of all proposed tree planting shall be submitted to and approved in writing by the Local Planning Authority. This will include tree pit cross sections, planting and maintenance specifications, use of guards or other protective measures and confirmation of location, species, sizes, nursery stock type, supplier and defect period. All tree planting shall be carried out in accordance with those details and at those times. All trees and shrubs will conform to the specification for nursery stock as set out in British Standard 3936 Parts 1 (1992) and 4 (1984). Advanced Nursery stock trees shall conform to BS 5236 and BS: 4428 Code of practice for general landscaping operations. If within a period of five years from the date of the planting of any tree that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place in the first suitable planting season, unless the local planning authority gives its written consent to any variation.

Reason:

To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity, in addition to the attenuation of surface water runoff in accordance with the National Planning Policy Framework 2021, Policies SI 13 (Sustainable drainage), G1 (Green infrastructure, G5 (Urban greening) and G7 (Trees and woodlands) of the London Plan 2021, Policies P13 (Design of places), P14 (Design quality), P57 (Open space) and P60

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(Biodiversity) of the Southwark Plan 2022.

12. Before any above grade work hereby authorised begins, details of security measures shall be submitted to and approved in writing by the Local Planning Authority. Any such security measures shall be implemented prior to completion in accordance with the approved details which shall seek to achieve the Secure Stations Accreditation award from the British Transport Police DOCU.

Reason:

In pursuance of the Local Planning Authority's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions and to improve community safety and crime prevention, in accordance with the National Planning Policy Framework 2021, Policy D11 (Safety, security and resilience to emergency) of the London Plan 2021 and Policies P13 (Design of places), P14 (Design quality) and P16 (Designing out crime) of the Southwark Plan 2022.

13. Prior to above grade works a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas shall be submitted to and approved in writing by the Local Planning Authority.

Details of an irrigation schedule shall be provided for all trees to ensure successful establishment.

For stem girths of up to 20cm the schedule shall be a minimum of three years, and five years for stem girths greater than 20cm. The landscape management plan shall be carried out as approved and any subsequent variations shall be agreed in writing by the Local Planning Authority.

If within a period of five years from the date of the planting of any tree that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place in the first suitable planting season, unless the local planning authority gives its written consent to any variation.

Reason:

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To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity, in addition to the attenuation of surface water runoff in accordance with the National Planning Policy Framework 2021, Policies SI 13 (Sustainable drainage), G1 (Green Infrastructure), G5 (Urban greening) and G7 (Trees and woodlands) of the London Plan 2021, Policies P13 (Design of places), P14 (Design quality), P57 (Open space) and P60 (Biodiversity) of the Southwark Plan 2022.

14. Before any above grade work hereby authorised begins, details of Swift nesting bricks shall be submitted to and approved in writing by the Local Planning Authority. No less than 12 nesting bricks shall be provided and the details shall include the exact location, specification and design of the habitats. The bricks shall be installed with the development prior to the first occupation of the building to which they form part or the first use of the space in which they are contained. The Swift nesting bricks shall be installed strictly in accordance with the details so approved and shall be maintained as such thereafter. Discharge of this condition will be granted on receiving the details of the nest/roost features and mapped locations and the Local Planning Authority agreeing the submitted plans.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with the National Planning Policy Framework 2021, Policy G6 (Biodiversity and access to nature) of the London Plan 2021 and Policies P56 (Protection of amenity), P57 (Open space), P59 (Green infrastructure) and P60 (Biodiversity) of the Southwark Plan 2022.

Permission is subject to the following Compliance Condition(s)

15. The development hereby approved shall implement and fully comply with

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the air quality assessment mitigation measures for Fugitive Dust Mitigation as detailed in Table 12 of Ensafe Consultants' Air Quality Assessment Report referenced by AQ75442 dated 04/02/2022.

Reason:

To protect future users of the station from poor external air quality in accordance with the National Planning Policy Framework and Policies P56 (Protection of amenity) and P65 (Improving air quality) of the Southwark Plan 2022.

- 16. The cycle storage facilities as shown on the drawings hereby approved shall be provided and made available to the users of the development. Thereafter, such facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason:

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with the National Planning Policy Framework 2021, Policy T5 (Cycling) of the London Plan 2021 and Policy P53 (Cycling) of the Southwark Plan 2022.

Permission is subject to the following Special Condition(s)

- 17. Prior to completion of the development hereby permitted a Delivery and Servicing Management Plan detailing how all elements of the site are to be serviced shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason:

To ensure compliance with the National Planning Policy Framework 2021, Policy T7 (Deliveries, servicing and construction) of the London Plan 2021 and Policies P50 (Highways impacts) and P56 (Protection of amenity) of the Southwark Plan 2022.

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18. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved, verified and reported to the satisfaction of the LPA.

Reason:

There is always the potential for unexpected contamination to be identified during development ground works. The Environment Agency and the Environmental Protection Team should be consulted should any contamination be identified, in accordance with the National Planning Policy Framework 2021 and Policies P56 (Protection of amenity) and P64 (Contaminated land and hazardous substances) of the Southwark Plan 2022.

19. The Rated sound level from any plant, together with any associated ducting, shall not exceed the Background sound level (LA90 15min) at the nearest noise sensitive premises. Furthermore, the Specific plant sound level shall be 10dB(A) or more below the background sound level in this location. For the purposes of this condition the Background, Rating and Specific Sound levels shall be calculated fully in accordance with the methodology of BS4142:2014+A1:2019.

Suitable acoustic treatments shall be used to ensure compliance with the above standard. Prior to completion a validation test shall be carried out and the results submitted to the Local Planning Authority for approval in writing to demonstrate compliance with the above standard. Once approved the plant and any acoustic treatments shall be permanently maintained thereafter.

Reason:

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with the National Planning Policy Framework 2021 and Policies P56 (Protection of amenity) and P66 (Reducing noise pollution and enhancing soundscapes) of the Southwark

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Plan 2022.

- 20. Details of any external lighting [including design, power and position of luminaries] and security surveillance equipment of external areas surrounding the building shall be submitted to and approved by the Local Planning Authority in writing before any such lighting or security equipment is installed. The development shall not be carried out otherwise in accordance with any such approval given.

Reason:

In order that the Council may be satisfied as to the details of the development in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers in accordance with the National Planning Policy Framework 2021, Policies P56 (Protection of amenity), P66 (Reducing noise pollution and enhancing soundscapes), P16 (Designing out crime), P13 (Design of places) and P14 (Design quality) of the Southwark Plan 2022.

Signed: *Stephen Platts*

Director of Planning and Growth

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Informative Notes to Applicant Relating to the Proposed Development

1. Paragraph 3.12.9 of Policy D12 explains that Fire Statements should be produced by someone who is: "third-party independent and suitably-qualified" The Council considers this to be a qualified engineer with relevant experience in fire safety, such as a chartered engineer registered with the Engineering Council by the Institution of Fire Engineers, or a suitably qualified and competent professional with the demonstrable experience to address the complexity of the design being proposed. This should be evidenced in the fire statement. The Council accepts Fire Statements in good faith on that basis. The duty to identify fire risks and hazards in premises and to take appropriate action lies solely with the developer.

The fire risk assessment/statement covers matters required by planning policy. This is in no way a professional technical assessment of the fire risks presented by the development. The legal responsibility and liability lies with the 'responsible person'. The responsible person being the person who prepares the fire risk assessment/statement not planning officers who make planning decisions.

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Important Notes Relating to the Council's Decision

1. Conditions

- If permission has been granted you will see that it may be subject to a number of planning conditions. They are an integral part of our decision on your application and are important because they describe how we require you to carry out the approved work or operate the premises. It is YOUR responsibility to comply fully with them. Please pay particular attention to those conditions which have to be met before work commences, such as obtaining approval for the siting and levels of buildings and the protection of trees on the site. If you do not comply with all the conditions in full this may invalidate the permission.
- Further information about how to comply with planning conditions can be found at:

https://www.planningportal.co.uk/info/200126/applications/60/consent_types/12
- Please note that there is a right of appeal against a planning condition. Further information can be found at:

https://www.planningportal.co.uk/info/200207/appeals/108/types_of_appeal

2. Community Infrastructure Levy (CIL) Information

- If your development has been identified as being liable for CIL you need to email [Form 1: CIL Additional Information](#), [Form 2: Assumption of Liability](#) and [Form 6: Commencement Notice](#) to cil.s106@southwark.gov.uk as soon as possible, so that you can be issued with a Liability Notice. This should be done at least a day before commencement of the approved development.
- **Payment of the CIL charge is mandatory and the CIL Regulations comprises a range of enforcement powers and penalties for failure to following correct procedures to pay, including stop notices, surcharges, late payment interests and prison terms.**
- To identify whether your development is CIL liable, and further details about CIL including eligibility and procedures for any CIL relief claims, please see the Government's CIL guidance:

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<https://www.gov.uk/guidance/community-infrastructure-levy>

- All CIL Forms are available to download from Planning Portal:

https://www.planningportal.co.uk/info/200136/policy_and_legislation/70/community_infrastructure_levy/5

- Completed forms and any CIL enquiries should be submitted to cil.s106@southwark.gov.uk

3. National Planning Policy Framework

- In dealing with this application we have implemented the requirements in the National Planning Policy Framework to work with the applicant/agent in a positive, proactive and creative way by offering a pre-application advice service; as appropriate updating applicants/agents of any issues that may arise in the processing of their application and where possible and if applicable suggesting solutions to secure a successful outcome. We have considered the application in light of our statutory policies in our development plan as set out in the officer's report.

4. Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If an enforcement notice is or has been served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: **28 days** of the date of service of the enforcement notice, OR within **6 months** (12 weeks in the case of a householder or minor commercial appeal) of the date of this notice, whichever period expires earlier.

- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have

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granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.
- Further details are on GOV.UK (<https://www.gov.uk/government/collections/casework-dealt-with-by-inquiries>).

5. Purchase Notice

- If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990

6. Provisions for the Benefit of the Disabled

- Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:
 - i. Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
 - ii. Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
 - iii. Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].

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- Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.
- 7. Other Approvals Required Prior to the Implementation of this Permission.**
- The granting of approval of a reserved matter or outstanding matter does not relieve developers of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities (including the London Borough of Southwark) entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property. In this connection applicants are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.
- 8. Works Affecting the Public Highway**
- You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.
- 9. The Dulwich Estate Scheme of Management**
- Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].
- 10. Building Regulations.**
- You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

DRAFT

18

DRAFT

DECISION NOTICE

LBS Registered Number: 22/AP/1006

Date of issue of this decision:



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11. The Party Wall Etc. Act 1996.

- You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near a neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

12. Important

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

Peckham Rye Railway Station Station Way And 1-4 Holly Grove London (ref 22/AP/1006) ;

DRAFT

19

SCHEDULE 4

Be Seen Monitoring

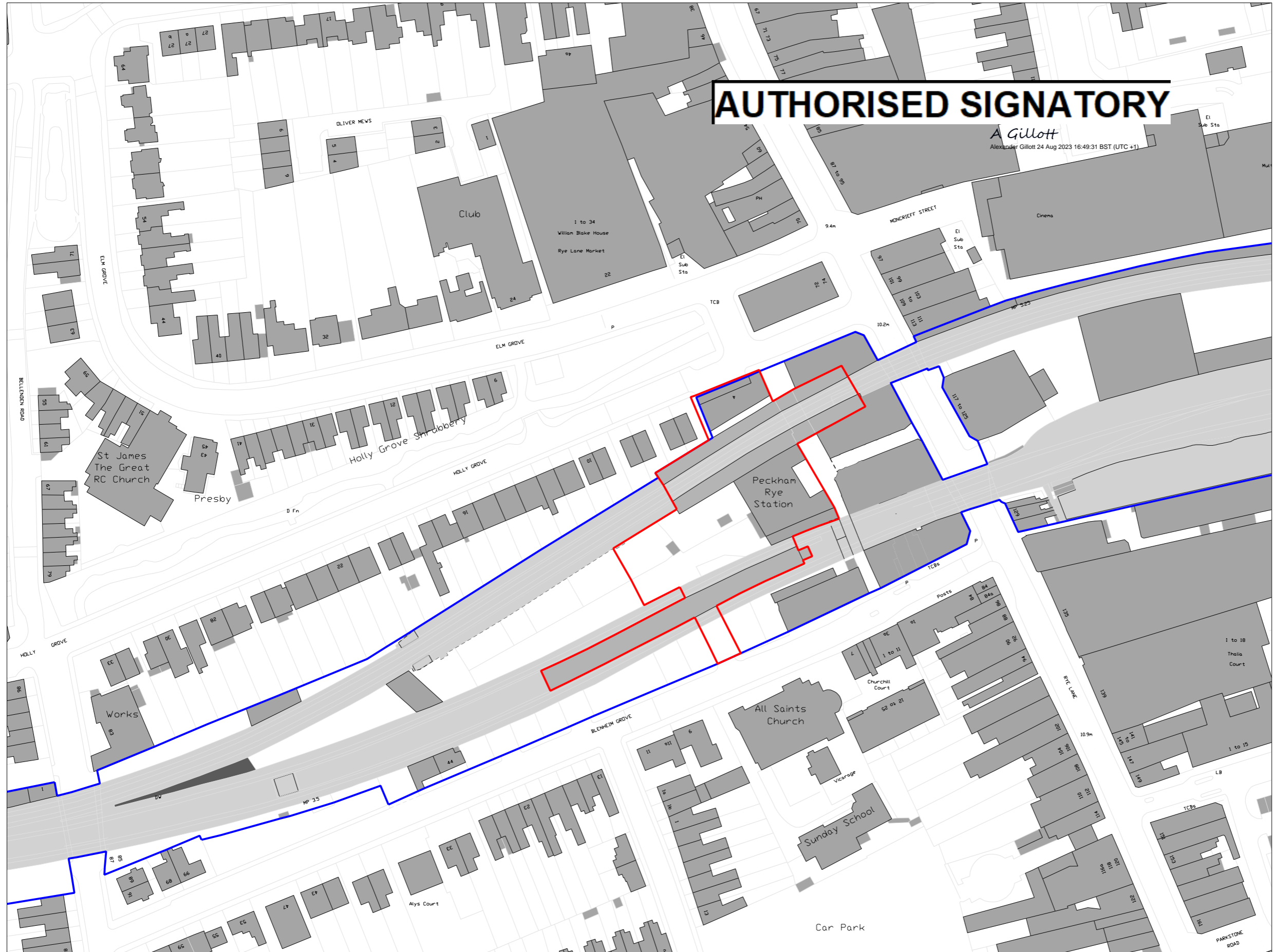
The Owner covenants with the Council:-

1. Prior to Occupation of the Development, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter / section of the Be Seen Energy Monitoring Guidance. All data and supporting evidence shall be submitted to the GLA using the 'Be Seen' as-built stage GLA Reporting Webform (and copied to the Council). The Owner shall also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the Be Seen Energy Monitoring Guidance.
2. Upon completion of the first year of Occupation of the Development or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the Be Seen Energy Monitoring Guidance. All data and supporting evidence shall be submitted to the GLA using the 'Be Seen' in-use stage GLA Reporting Webform (and copied to the Council). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the Be Seen Energy Monitoring Guidance for at least five years.
3. In the event that the 'In-use stage' evidence submitted under paragraph 2 shows that the 'As-built stage' performance estimates derived from paragraph 1 have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage GLA Reporting Webform. An action plan comprising measures identified in paragraph 2 shall be submitted by the Owner (and copied to the Council) and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 5

Council's Obligations

1. The Council shall, pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a Council revenue account and the Parties agree that this shall be without prejudice to the Council's right to apply the Conservation Management Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
2. The Council agrees to use the Conservation Management Contribution and the Administration Cost for the purposes for which they are paid.
3. To the extent that any of the purposes have been provided and the purposes for which they have been provided can be reasonably provided by the Council for less than the corresponding amount identified for its provision and in respect of which the Conservation Management Contribution has been paid, the resulting surplus and interest may be expended or applied by the Council as appropriate on any of the other facilities referred to in this Agreement.
4. The Council shall issue the Planning Permission promptly on completion of this Agreement.



AUTHORISED SIGNATORY

A Gillott
Alexander Gillott 24 Aug 2023 16:49:31 BST (UTC +1)

Key Plan

General Notes
1. Do not scale
2. All dimensions are shown in millimetres unless otherwise noted

- SITE BOUNDARY
- LAND WITHIN THE APPLICANTS CONTROL - FREEHOLD OWNERSHIP

Rev	Date	Reason For Issue	Dr	CHK	App
-	04/03/2022	Planning Application and Listed Building Consent Submission	CP	MP	AB



Landolt+Brown
Landolt & Brown
501 Cocoa Studios
The Biscuit Factory
Drummond Road
London SE16 4DG
Tel: +44 (0)207 357 9547
Fax: +44 (0)207 357 8424
www.landoltandbrown.com

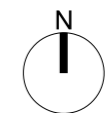
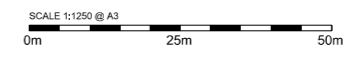
Project
Peckham Rye Station Upgrade

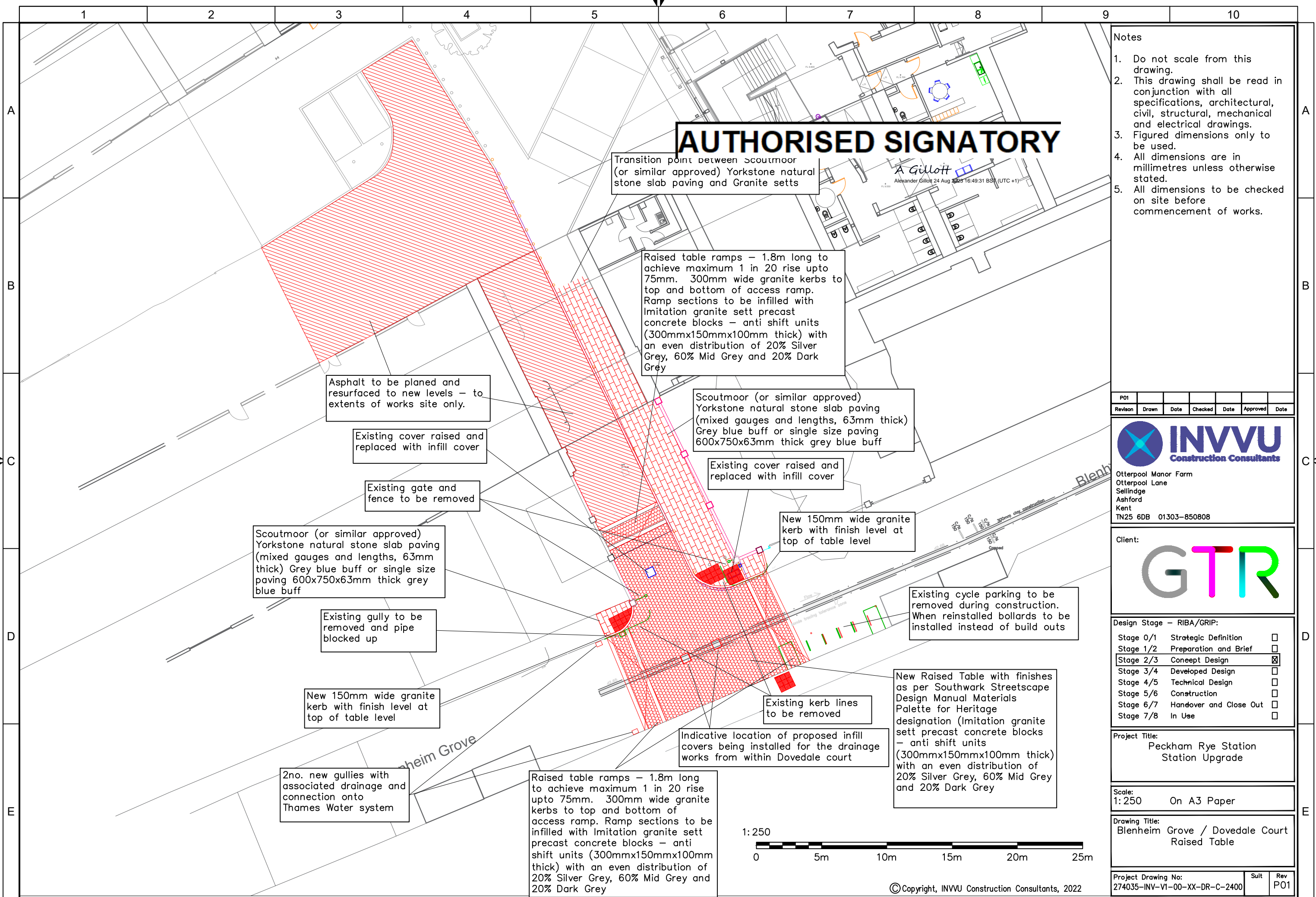
Title
**Existing Context
Site Location Plan**

Project Number 668	Date 10/11/21	Checked By MP
Revised -	Scale @ RD A3 1:1250	Approved By AB

Drawing Number
LAB-668-DR-0010

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AUTHORISED SIGNATORY

Transition point between Scoutmoor (or similar approved) Yorkstone natural stone slab paving and Granite setts

Raised table ramps – 1.8m long to achieve maximum 1 in 20 rise upto 75mm. 300mm wide granite kerbs to top and bottom of access ramp. Ramp sections to be infilled with imitation granite sett precast concrete blocks – anti shift units (300mmx150mmx100mm thick) with an even distribution of 20% Silver Grey, 60% Mid Grey and 20% Dark Grey

Asphalt to be planed and resurfaced to new levels – to extents of works site only.

Existing cover raised and replaced with infill cover

Existing gate and fence to be removed

Scoutmoor (or similar approved) Yorkstone natural stone slab paving (mixed gauges and lengths, 63mm thick) Grey blue buff or single size paving 600x750x63mm thick grey blue buff

Existing gully to be removed and pipe blocked up

New 150mm wide granite kerb with finish level at top of table level

2no. new gullies with associated drainage and connection onto Thames Water system

Scoutmoor (or similar approved) Yorkstone natural stone slab paving (mixed gauges and lengths, 63mm thick) Grey blue buff or single size paving 600x750x63mm thick grey blue buff

Existing cover raised and replaced with infill cover

New 150mm wide granite kerb with finish level at top of table level

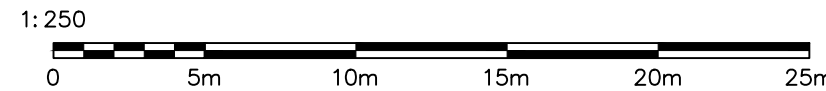
Existing cycle parking to be removed during construction. When reinstated bollards to be installed instead of build outs

New Raised Table with finishes as per Southwark Streetscape Design Manual Materials Palette for Heritage designation (imitation granite sett precast concrete blocks – anti shift units (300mmx150mmx100mm thick) with an even distribution of 20% Silver Grey, 60% Mid Grey and 20% Dark Grey

Existing kerb lines to be removed

Indicative location of proposed infill covers being installed for the drainage works from within Dovedale court

Raised table ramps – 1.8m long to achieve maximum 1 in 20 rise upto 75mm. 300mm wide granite kerbs to top and bottom of access ramp. Ramp sections to be infilled with imitation granite sett precast concrete blocks – anti shift units (300mmx150mmx100mm thick) with an even distribution of 20% Silver Grey, 60% Mid Grey and 20% Dark Grey



- Notes
1. Do not scale from this drawing.
 2. This drawing shall be read in conjunction with all specifications, architectural, civil, structural, mechanical and electrical drawings.
 3. Figured dimensions only to be used.
 4. All dimensions are in millimetres unless otherwise stated.
 5. All dimensions to be checked on site before commencement of works.

Revision	Drawn	Date	Checked	Date	Approved	Date
P01						

INVU
Construction Consultants

Otterpool Manor Farm
Otterpool Lane
Sellindge
Ashford
Kent
TN25 6DB 01303-850808

Client:

Design Stage – RIBA/GRIP:

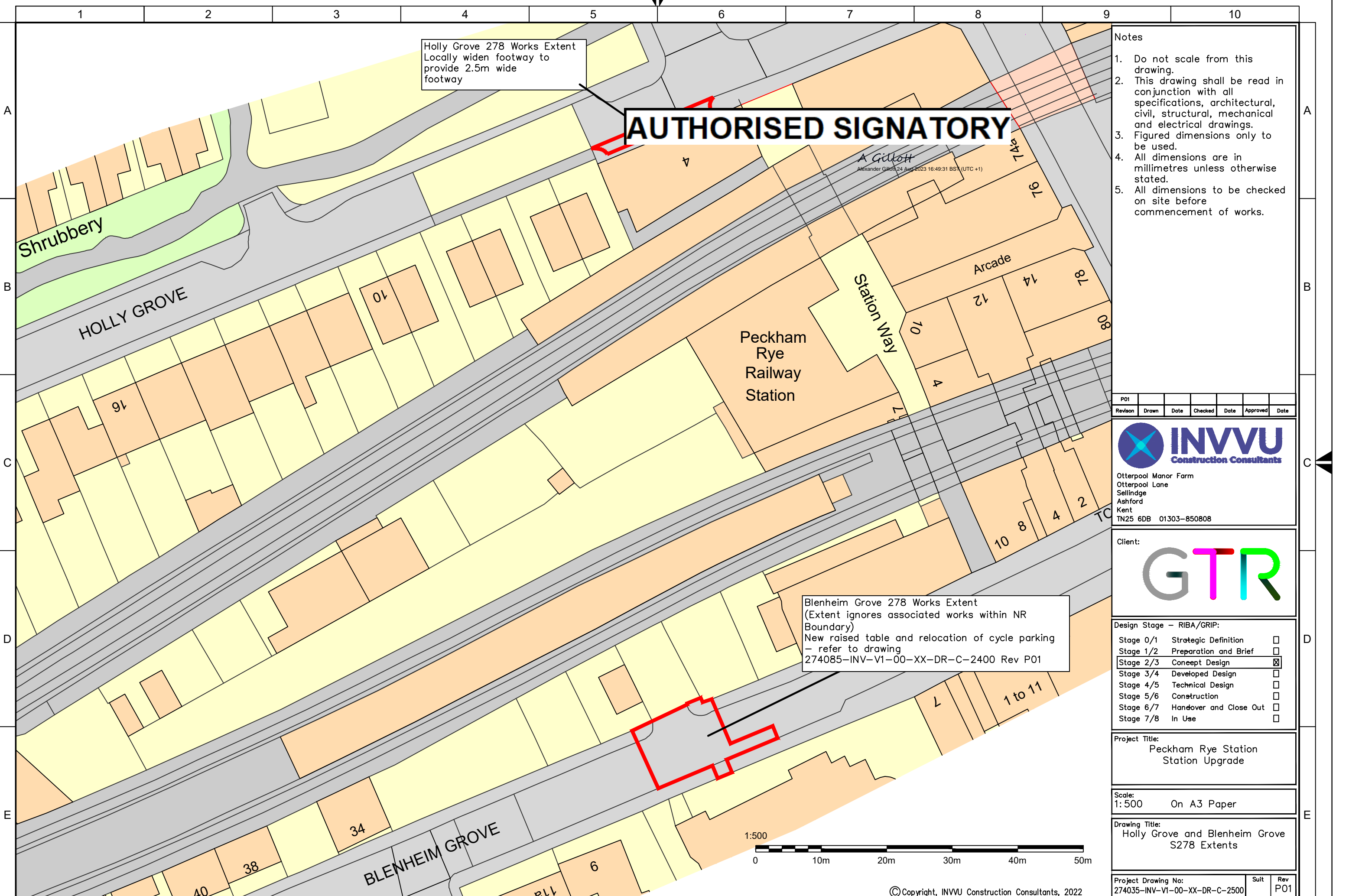
Stage 0/1	Strategic Definition	<input type="checkbox"/>
Stage 1/2	Preparation and Brief	<input type="checkbox"/>
Stage 2/3	Concept Design	<input checked="" type="checkbox"/>
Stage 3/4	Developed Design	<input type="checkbox"/>
Stage 4/5	Technical Design	<input type="checkbox"/>
Stage 5/6	Construction	<input type="checkbox"/>
Stage 6/7	Handover and Close Out	<input type="checkbox"/>
Stage 7/8	In Use	<input type="checkbox"/>

Project Title:
Peckham Rye Station
Station Upgrade

Scale:
1:250 On A3 Paper

Drawing Title:
Blenheim Grove / Dovedale Court
Raised Table

Project Drawing No: 274035-INV-VI-00-XX-DR-C-2400	Suit	Rev P01
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Holly Grove 278 Works Extent
Locally widen footway to
provide 2.5m wide
footway

AUTHORISED SIGNATORY

Blenheim Grove 278 Works Extent
(Extent ignores associated works within NR
Boundary)
New raised table and relocation of cycle parking
- refer to drawing
274085-INV-V1-00-XX-DR-C-2400 Rev P01

- Notes
1. Do not scale from this drawing.
 2. This drawing shall be read in conjunction with all specifications, architectural, civil, structural, mechanical and electrical drawings.
 3. Figured dimensions only to be used.
 4. All dimensions are in millimetres unless otherwise stated.
 5. All dimensions to be checked on site before commencement of works.

Revision	Drawn	Date	Checked	Date	Approved	Date
P01						

INVU
Construction Consultants

Otterpool Manor Farm
Otterpool Lane
Sellindge
Ashford
Kent
TN25 6DB 01303-850808

Client:

Design Stage - RIBA/GRIP:

Stage 0/1	Strategic Definition	<input type="checkbox"/>
Stage 1/2	Preparation and Brief	<input type="checkbox"/>
Stage 2/3	Concept Design	<input checked="" type="checkbox"/>
Stage 3/4	Developed Design	<input type="checkbox"/>
Stage 4/5	Technical Design	<input type="checkbox"/>
Stage 5/6	Construction	<input type="checkbox"/>
Stage 6/7	Handover and Close Out	<input type="checkbox"/>
Stage 7/8	In Use	<input type="checkbox"/>

Project Title:
Peckham Rye Station
Station Upgrade

Scale:
1:500 On A3 Paper

Drawing Title:
Holly Grove and Blenheim Grove
S278 Extents

Project Drawing No: 274035-INV-V1-00-XX-DR-C-2500	Suit	Rev P01
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Annexure 2
Listed Building Consent

DECISION NOTICE

LBS Registered Number: 22/AP/1329

Date of issue of this decision: 13/09/2022



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LBS Reg. No.: 22/AP/1329

Date of Issue of Decision: 13/09/2022

Applicant Mr Andrew Wood
Network Rail Infrastructure Ltd

Listed Building Consent was **GRANTED** for the following development:

Listed Building Consent for partial demolition and alteration of Peckham Rye Station and formation of a new triple height concourse to the rear to provide additional circulation space, stairs and lifts and 3 storey extension onto Holly Grove provide lifts and stairs, an electrical substation and station support accommodation. Provision of an additional stair and lift on platform 1. Remodelling of the booking hall to improve station facilities and accessibility, including the creation of a new structural opening through to the new concourse building. Reinstatement of loss plasterwork and joinery in th booking hall. Reinstatement of cast iron and glazed canopy to the east elevation. Reopening of blocked up openings south elevation (booking hall) west elevation (waiting room) and installation of new timber windows, doors and associated joinery.

At Peckham Rye Railway Station Station Way And 1-4 Holly Grove London Southwark

In accordance with the valid application received on 12 April 2022 and supporting documents submitted which can be viewed on our Planning Register. For the reasons outlined in the case officer's report, which is also available on the Planning Register. The Planning Register can be viewed at: <https://planning.southwark.gov.uk/online-applications/>

Conditions

Permission is subject to the following Approved Plans Condition:

1. The consent shall be carried out in accordance with the following approved plans and documents:

Reference no./Plan or document name/Rev.

Received on:

DECISION NOTICE

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Date of issue of this decision: 13/09/2022



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PRS P 25 SL SECTION LOOKING SOUTH SHOWING A PROPOSAL TO REINSTATE THE LOST STATION FRONT CAN	12/04/2022
PRS P 33 EL ELEVATION SHOWING A PROPOSAL TO REINSTATE THE LOST STATION FRONT CANOPY	12/04/2022
RYE P 50 S3 SECTION THROUGH THE BOOKING HALL LOOKING NORTH	12/04/2022
RYE P 50 S9 SECTION THROUGH THE SOUTH WEST WING LOOKING NORTH	12/04/2022
LAB-668-DR-1005 PROPOSED BLOCK PLAN OF SITE	12/04/2022
LAB-668-DR-2020 PROPOSED ELEVATION / SECTIONS AA & BB	12/04/2022
LAB-668-DR-2021 PROPOSED ELEVATION/SECTIONS CC, DD, EE	12/04/2022
LAB-668-DR-2120 PROPOSED ELEVATION / SECTIONS AA & BB	12/04/2022
LAB-668-DR-2121 PROPOSED ELEVATION / SECTIONS DD & FF	12/04/2022
LAB-668-DR-2130 PROPOSED ELEVATION / SECTION EE	12/04/2022
PRS P 25 S2 PROPOSED NEW RETAIL UNIT	12/04/2022
REY P 75 S4 PROPOSED SECTION LOOKING WEST THROUGH THE BOOKING HALL	12/04/2022
RYE P 150 KP PROPOSED KEY PLAN	12/04/2022
RYE P 50 S2 PROPOSED SECTION SOUTH WEST WING LOOKING SOUTH	12/04/2022
RYE P 50 S4 PROPOSED SECTION THROUGH THE WEST ELEVATION LOOKING NORTH	12/04/2022
RYE P 50 S5 PROPOSED SECTION THROUGH THE WESTERN ATRIUM LOOKING EAST	12/04/2022
RYE P 50 S6 PROPOSED SECTION THROUGH THE WESTERN ATRIUM LOOKING EAST	12/04/2022
RYE P 50 S7 PROPOSED SECTION THROUGH THE NORTH WEST WING LOOKING EAST	12/04/2022
RYE P 50 S8 PROPOSED SECTION THROUGH THE SOUTH WEST WING LOOKING EAST	12/04/2022
RYE P 75 EL PROPOSED EAST (FRONT) ELEVATION)	12/04/2022
RYE P 75 S2 PROPOSED SECTION THROUGH THE WESTERN	12/04/2022

DECISION NOTICE**LBS Registered Number:** 22/AP/1329**Date of issue of this decision:** 13/09/2022

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ATRUM LOOKING EAST	
RYE P 75 S3 PROPOSED SECTION LOOKING EAST THROUGH THE BOOKING HALL	12/04/2022
RYE P 75 SL PROPOSED SOUTH ELEVATION	12/04/2022
LAB-668-DR-2170 PROPOSED SECTIONS & ELEVATIONS AND SECTION PLANS (Rev: REV 01)	09/08/2022
LAB-668-DR-2160. PROPOSED SECTIONS GG & HH	09/08/2022
LAB-668-DR-2152 PROPOSED SECOND FLOOR AND ROOF PLAN (Rev: REV 02)	09/09/2022
LAB-668-DR-2151 PROPOSED GROUND & FIRST FLOOR PLAN (Rev: REV 01)	09/08/2022
LAB-668-DR-2135 PROPOSED EXTERNAL WORKS DOVEDALE COURT (Rev: REV 01)	09/08/2022
LAB-668-DR-2111 PROPOSED FIRST FLOOR PLAN INTERMEDIATE LEVEL (Rev: REV 01)	09/08/2022
LAB-668-DR-2110 PROPOSED GROUND LEVEL PLAN TICKET HALL LEVEL- (Rev: REV 01)	09/08/2022
LAB-668-DR-2030 PROPOSED ELEVATIONS - HOLLY GROVE & BLENHEIM GROVE	09/08/2022
LAB-668-DR-2013 PROPOSED ROOF PLAN (Rev: REV 02)	09/09/2022
LAB-668-DR-2012 PROPOSED SECOND FLOOR-PLATFORM LEVEL PLAN (Rev: REV 01)	09/08/2022
LAB-668-DR-2011 PROPOSED FIRST FLOOR PLAN (Rev: REV 01)	09/08/2022
LAB-668-DR-2010 PROPOSED GROUND FLOOR PLAN-TICKET HALL LEVEL (Rev: REV 01)	09/08/2022
STRUCTURAL REPORT	12/04/2022
LAB-668-DR-2112 WESTERN CONCOURSE EXTENSION PROPOSED SECOND FLOOR PLAN (PLATFORM LEVEL) (Rev: REV 01)	09/09/2022
LAB-668-DR-2113 WESTERN CONCOURSE EXTENSION PROPOSED ROOF PLAN (Rev: REV 01)	09/09/2022

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Reason:

For the avoidance of doubt and in the interests of conserving the architectural and historic significance of the listed building.

Permission is subject to the following Time Limit:

2. The development hereby permitted shall be begun before the end of three years from the date of this permission. Reason: As required under Section 18 of the Planning (Listed Buildings & Conservation Areas) Act 1990 as amended.

Permission is subject to the following Pre-Commencements Condition(s)

3. Detailed drawings plans, sections, elevations (scale 1:5/10/20 where applicable) for the following elements shall be submitted to this Local Planning Authority and approved in writing prior to the commencement of each element; the development shall not be carried out otherwise than in accordance with any such approval given. Details to include junction with historic fabric where applicable.
 - a) elevations and sections of feature brick panels.
 - b) roof, parapets and terrace/ roof edges, including PVs, rooflights and details showing interface with historic fabric.
 - c) heads, cills, reveals and jambs of all openings.
 - d) staircases, gangways including balustrades and details showing interface with historic fabric.
 - e) internal and external doors.
 - f) windows.
 - g) glazing systems to include relationship with steelwork.
 - h) shopfront.
 - i) new internal joinery (to include ticket counter, architraves, skirtings, dado rails).
 - j) new plasterwork (including ceiling rose to booking hall).
 - k) new decorative lighting to booking hall.
 - l) new front entrance canopy (east elevation).

Reason:

In order to ensure that the design and details are in the interest of the

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special architectural or historic qualities of the listed building in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework (2021); Policy HC1 (Heritage conservation and growth) of the London Plan (2021); P21 Conservation of the historic environment and natural heritage, P20 Conservation areas, P19 Listed buildings and structures, P13: Design of places and P14: Design quality of the Southwark Plan (2022).

4. HISTORIC BUILDING RECORDING

Before commencing the works the applicant must submit, a Level 3 Historic Building Recording as set out in Historic England guidance "Understanding Historic Buildings - A guide to good recording practice 2016" to cover all internal/ external retained and removed fabric in-situ and have approved by this Local Planning Authority in writing, ; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to document those parts of the fabric which will be lost or relocated as part of the works and to ensure that the proposed works are in the interest of the special architectural or historic qualities of the listed building in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework (2021); Policy HC1 (Heritage conservation and growth) of the London Plan (2021); P19 Listed buildings and structures of the Southwark Plan (2022).

5. The following samples shall be made available on site for inspection by the Local Planning Authority, and approval in writing prior to the commencement of each aspect of development shall not be carried out otherwise than in accordance with any such approval given.

- i) 1sqm sample panel of brickwork, mortar and pointing, including feature brickwork
- ii) Brick
- iii) Stone
- iv) Steelwork (weathering, milled, self finished)
- iv) Balustrade glazing
- vi) Floor finishes (terrazzo, limestone, copper nosings, timber)
- v) Glazing

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Date of issue of this decision: 13/09/2022



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Reason:

In order to ensure that the design and details are in the interest of the special architectural or historic qualities of the listed building in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework (2021); Policy HC1 (Heritage conservation and growth) of the London Plan (2021); P21 Conservation of the historic environment and natural heritage, P20 Conservation areas, P19 Listed buildings and structures, P13: Design of places; P14: Design quality and P15: Residential design of the Southwark Plan (2022).

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6. Prior to the commencement of development, detailed drawings section, plans, elevations at a scale of 1:5 or 10 of the entrance canopy. Decorative metalwork to be constructed of wrought/ cast iron shall be submitted to the Local Planning Authority for approval in writing; the development shall not be carried out otherwise than in accordance with any such approval given. The use of aluminium or steel is unacceptable for the decorative elements. Drawings should provide details of the fixings into the historic building, wherever possible the original fixing positions should be utilised.

Reason:

In order to ensure that the design and details are in the interest of the special architectural or historic qualities of the listed building in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework (2021); Policy HC1 (Heritage conservation and growth) of the London Plan (2021); P21 Conservation of historic environment and natural heritage, P19 Listed buildings and structures, P20 Conservation areas, P13: Design of places and P14: Design quality of the Southwark Plan (2022).

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7. Prior to commencement of works to the ticket office, a Method Statement(s) and Schedule of Works for the taking down and reinstatement of the 1930s ticket office joinery. Shall be submitted to the Local Planning Authority for approval in writing; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

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In order to ensure that the proposed works are in the interest of the special architectural or historic qualities of the listed building in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework (2021); Policy HC 1 (Heritage conservation and growth) of the London Plan (2021); Policy P19 (Listed buildings and structures) and Policy P21 (Conservation of the historic environment and natural heritage) of the Southwark Plan (2022).

8. Prior to commencement of works on site, Structural Engineer's drawings/sketches for the works required to the listed building in connection with the construction of the new western concourse, for the following elements, shall be submitted to the Local Planning Authority for approval in writing; the development shall not be carried out otherwise than in accordance with any such approval given.

i) new openings

ii) junction between the new concourse building and listing building and associated structural works

Reason:

In order to ensure that the proposed works are in the interest of the special architectural or historic qualities of the listed building in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework (2021); Policy HC 1 (Heritage conservation and growth) of the London Plan (2021); Policy P19 (Listed buildings and structures), and Policy P21 (Conservation of the historic environment and natural heritage) of the Southwark Plan (2022).

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Permission is subject to the following Compliance Condition(s)

9. MATERIALS TO MATCH EXISTING

All new internal/external works and finishes and works of making good shall match existing original work adjacent in respect of materials used, detailed execution and finished appearance, except where indicated otherwise on the drawings hereby approved or as required by any condition(s) attached to this consent.

Reason:

In order to ensure that the design and details are in the interest of the special architectural or historic qualities of the listed building in accordance with Chapter 12 (Achieving well-designed places) of the National Planning Policy Framework (2021); Policy D4 (Delivering good design) of the London Plan (2021); Policy P13 (Design of places), Policy P14 (Design quality) and Policy P19 (Listed buildings and structures) of the Southwark Plan (2022).

Signed: *Stephen Platts* Director of Planning and Growth

DECISION NOTICE

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Date of issue of this decision: 13/09/2022



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Informative Notes to Applicant Relating to the Proposed Development

1. Paragraph 3.12.9 of Policy D12 explains that Fire Statements should be produced by someone who is:
"third-party independent and suitably-qualified" The Council considers this to be a qualified engineer with relevant experience in fire safety, such as a chartered engineer registered with the Engineering Council by the Institution of Fire Engineers, or a suitably qualified and competent professional with the demonstrable experience to address the complexity of the design being proposed. This should be evidenced in the fire statement. The Council accepts Fire Statements in good faith on that basis. The duty to identify fire risks and hazards in premises and to take appropriate action lies solely with the developer.

The fire risk assessment/statement covers matters required by planning policy. This is in no way a professional technical assessment of the fire risks presented by the development. The legal responsibility and liability lies with the 'responsible person'. The responsible person being the person who prepares the fire risk assessment/statement not planning officers who make planning decisions.

2. This listed building consent only applies to the works specified here, including the drawings and schedules on this notice. Any additional fire, sound and other structural works that may be necessary for building regulations approval and which are not shown on the drawings and schedules on this notice are likely to require an additional application for Listed Building Consent (LBC). Please bear in mind that unauthorised works to a Listed Building could constitute a criminal offence.

DECISION NOTICE

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Date of issue of this decision: 13/09/2022



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Important Notes Relating to the Council's Decision

This is a LISTED BUILDING CONSENT only and does not operate so as to grant any lease, tenancy, or rights of occupation of or entry into the building to which it refers.

1. Appeals to the Secretary of State.

- The applicant has a right to appeal to the Secretary of State against any conditions of this listed building consent, under Sections 20 and 21 of the Planning (Listed Building and Conservation Areas) Act 1990.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

The timescale for making an appeal is **six months** from the date on the decision notice.

- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.
- Further details are on GOV.UK (<https://www.gov.uk/government/collections/casework-dealt-with-by-inquiries>).

2. Listed Building Purchase Notice

- If Listed Building Consent is granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the building and land has become incapable of reasonably beneficial use in their existing state, and cannot be rendered capable of

DECISION NOTICE

LBS Registered Number: 22/AP/1329

Date of issue of this decision: 13/09/2022



www.southwark.gov.uk

reasonably beneficial use in their existing state or by the carrying out of any works which have been or would be permitted, the owner may serve on the Council a listed building purchase notice requiring the Council to purchase the owner's interest in the land in accordance with Section 32 of Planning (Listed Buildings and Conservation Areas) Act 1990.

3. Other Approvals Required Prior to the Implementation of this Permission.

- The granting of Listed Building Consent does not relieve applicants of the necessity to seek planning permission or of complying with any local Acts, regulations, building by-laws and the general statutory provisions in force in the area or modify or affect any personal or restrictive covenants, easements etc., applying to or affecting either the building to which the Consent relates or any land or the rights of any persons or authorities (including the London Borough of Southwark) entitled to the benefit thereof or holding an interest in the listed building concerned or in any adjoining property. In this connection applicants are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

4. Building Regulations.

- You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** was hereto affixed in the presence of:

A Gilloft

Alexander Gilloft 24 Aug 2023 16:49:31 BST (UTC +1)

SI000224



Seal ID: 23760

Authorised Signatory

Executed as a Deed by **NETWORK RAIL INFRASTRUCTURE LIMITED** acting by their attorney..... under a power of attorney dated 6 March 2023.

D Soosay

Daniella Soosay 21 Jul 2023 13:59:09 BST (UTC +1)

Signature of Attorney

in the presence of:

Signature of Witness

K Oredugba

Katherine Oredugba 21 Jul 2023 16:07:35 BST (UTC +1)

Name of Witness

Katherine Oredugba

Address of Witness

Waterloo General Office | London | SE1 8SW

Executed as a Deed by **CDR NOMINEECO 1 LIMITED as nominee of The Arch Company Properties Limited** (in its capacity as general partner of The Arch Company Properties L.P), acting by its attorney under a power of attorney dated [~~22 December 2024~~] 20 December 2022 **AG** in the presence of



Carys Gidlow 14 Aug 2023 15:08:51 BST (UTC +1)

Signature of Attorney

Carys Gidlow

Name of Attorney



Emily Snell 14 Aug 2023 15:14:20 BST (UTC +1)

Signature of Witness

Emily Snell

Name of Witness

Gowling WLG, Two Snowhill, Birmingham, B4 6WR

Address of Witness

Executed as a Deed by **CDR NOMINEECO 2 LIMITED as nominee of The Arch Company Properties Limited** (in its capacity as general partner of The Arch Company Properties L.P), acting by its attorney under a power of attorney dated [~~22 December 2024~~] in the presence of: 20 December 2022 **AG**

Signature of Attorney



Carys Gidlow 14 Aug 2023 15:08:51 BST (UTC +1)

Name of Attorney

Carys Gidlow

Signature of Witness



Emily Snell 14 Aug 2023 15:14:20 BST (UTC +1)

Name of Witness

Emily Snell

Address of Witness

Gowling WLG, Two Snowhill, Birmingham, B4 6WR

Executed as a Deed by **BYWATER PROPERTIES LIMITED** acting by **THEO MICHELL**, a director, in the presence of:

Theo Michell 03 Aug 2023 14:29:44 BST (UTC+1)

Signature of Director

Theodore Michell

Name of Director

Brid Michell 03 Aug 2023 19:46:13 BST (UTC +1)

SIGNATURE OF WITNESS

Brid Michell

NAME OF WITNESS

Brid Michell

ADDRESS OF WITNESS

Kipson House, Selsey Road, Hunston, Chichester , PO20 1AU

EXECUTED as a deed by)
CBRE LOAN SERVICES LIMITED) **CBRE LOAN SERVICES LIMITED**
acting by its attorney) by its attorney
)
)
)
)
)
)
)
) Signature of attorney

Sagar Patel 07 Aug 2023 14:50:07 BST (UTC +1)

in the presence of:

Signature of witness: Joseph Chukwuadinula 07 Aug 2023 14:56:51 BST (UTC +1)

Name (IN BLOCK CAPITALS): JOSEPH CHUKWUADINULA

Address: HENRIETTA HOUSE, HENRIETTA PLACE, LONDON,
W1G 0NB