

DATED

18 DECEMBER

2007

(1) ANTHONY JOHN BARCLAY and PETER EDWARD HAWLEY
and JOHN EMANUELE BODIE

and

(2) NATIONAL WESTMINSTER BANK PLC

UNILATERAL UNDERTAKING

relating to land known as
100-102 ARLINGTON ROAD LONDON NW1 7HP and
16-18 DELANCEY STREET NW1 7NH
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

THIS UNDERTAKING is given the 18 day of DECEMBER 2007

BY:

1. **ANTHONY JOHN BARCLAY and PETER EDWARD HAWLEY and JOHN EMANUELE BODIE** care of Penningtons, Bucklersbury House, 83 Cannon Street, London EC4N 8PE (hereinafter called "the Owner") of the first part and
2. **NATIONAL WESTMINSTER BANK PLC** of Seventh Floor, 280 Bishopsgate, London EC2M 4RB (hereinafter called "the Mortgagee") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL782109 and Title Possessory of the Property under Title Number NGL799623 each subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the development of the Property was submitted to the Council on 23 November 2006 and the Council refused to grant planning permission by notice dated 21 March 2007.
- 1.4 An application for conservation area consent for the development of the Property was submitted to the Council on 19 December 2006 and the Council refused to grant conservation area consent by notice dated 21 March 2007.
- 1.5 By notices dated 19 September 2007 the Owner lodged the Appeals.
- 1.6 The Owner has entered into this Undertaking in order to be committed to the planning obligations contained herein which shall be performed in the event of the Appeals being upheld by the Secretary of State as hereinafter provided.

- 1.7 NATIONAL WESTMINSTER BANK PLC as Mortgagee under a legal charge registered under Title Number NGL782109 and dated 3 June 2003 and under a legal charge under Title Number NGL799621 and dated 3 June 2003 (hereinafter called "the Legal Charges") is willing to enter into this Undertaking to give its consent to the same.

2. **DEFINITIONS**

In this Undertaking the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|-----------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) |
| 2.2 | "the Appeals" | the appeals lodged with the Secretary of State against the refusal of planning permission by the Council (Appeal Reference Number APP/X5210/A/07/2056174) and the refusal of conservation area consent by the Council Appeal Reference Number APP/X5210/E/07/2056173) |
| 2.3 | "the Application" | the planning application in respect of the development of the Property |
| 2.4 | "the Council" | the Council of the London Borough of Camden being the local planning authority for the area where the Site is located |
| 2.5 | "Conservation Area Consent" | the application for conservation area consent in respect of the demolition of the existing buildings on the Property |
| 2.6 | "the Construction | |

Management Plan

a plan for the management of the construction of the Development to include reference to but not limited to the following matters:

- to ensure that all construction scheduling is agreed and approved by the highways team of the London Borough of Camden as necessary to ensure the safety and efficiency of vehicular and pedestrian movements in the vicinity of the site;
- to ensure that the works of construction do not have a detrimental impact on the local amenity;
- noise attenuation measures;
- permitted working hours;
- any necessary measures to address local traffic/parking implications, and
- any other matters the Council may reasonably require the Owner to address in relation to the management of the construction of the Development

2.7 "the Development"

the demolition of the Crown & Goose PH and adjacent snooker hall and the redevelopment of the site by the erection of a part 3 and part 4-storey building comprising a restaurant/café (Class A3 use) on the ground floor and 10 residential units (4x1 bed, 5x2 bed and 1x3-bed above) as shown on drawing numbers:

Proposed location plan	DEJ001_S01
Proposed layout plan	DEJ001_S02
Basement plan	as 02/078.1

existing

Ground Floor plan as 02/078.1
existing

First Floor plan as 02/078.3
existing

Second Floor plan as 02/078.4
existing

Roof Plan as existing 02/078.5

Existing elevation DEJ001_SE

Proposed basement plan DEJ001_GA_B

Proposed Ground Floor DEJ001_GA00
plan

Proposed First Floor plan DEJ001_GA01

Proposed Second Floor DEJ001_GA02
plan

Proposed Third Floor plan DEJ001_GA03

Proposed roof plan DEJ001_GA_R

Arlington Road elevation DEJ001_E01

Delancey Street elevation DEJ001_E02

and described in:

Dunnett Craven Design Report

Dunnett Craven PPG15 Justification

Dunnett Craven Lifetime Homes Report

Savell Bird & Axon Transport Statement

Battle McCarthy Concept Design Renewable
Energy Report

Battle McCarthy Environmental Sustainability

Overview

Battle McCarthy EcoHomes Credit Summary Report

Bickerdike Allen Partners Noise Assessment Report

Envireau rainwater management quotation and specification and rainwater tank specification

- 2.8 "the Education Contribution" the sum of £30,973.00 (thirty thousand nine hundred and seventy three pounds) to be paid by the Owner to the Council in accordance with the terms of this Undertaking and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden
- 2.9 "Expert" a person with at least ten years recent and relevant experience of a matter in dispute
- 2.10 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.11 "Lifetime Homes Standards" a set of standards as set out in the First Schedule hereto drafted in accordance with the Housing Corporation Scheme Development Standards imposed by the London Borough of Camden in order to provide accessible housing in the borough

- 2.12 "Occupation Date" the first date when any part of the Development is occupied and references to "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Owner" means Anthony John Barclay, Peter Edward Hawley and John Emanuele Bodie, being the trustees of the I H Barclay Discretionary Settlement
- 2.14 "the Parties" mean the Owner and the Mortgagee
- 2.15 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.16 "the Planning Permission" a planning permission granted for the Development by the Secretary of State in response to the Appeals
- 2.17 "the Property" the land known as 100-102 Arlington Road, London NW1 7HP and 16-18 Delancey Street, London NW1 7HN the same as shown edged in red on the plan annexed hereto
- 2.18 "Public Open Space Contribution" the sum of £12,727 (twelve thousand seven hundred and twenty seven pounds) to be paid by the Owner to the Council in accordance with the terms of this Undertaking and to be applied by the Council in the event of receipt for the provision of maintenance upkeep and

preservation of public open spaces in the vicinity of the Property within the London Borough of Camden

- 2.19 "Renewable Energy Plan" a plan setting out a package of measures to be implemented by the Owner at their own cost to secure the provision and generation of not less than 10 per cent of the Development's energy requirements on-site (on the Property) in perpetuity, such plan to include:
- (i) an assessment of the anticipated energy demand generated by the Development;
 - (ii) means by which energy will be generated on-site; and
 - (iii) maintenance and monitoring
- 2.20 "Residential Unit" a residential unit to be constructed on the Site as part of the Development
- 2.21 "Residents' Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.22 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.23 "the Secretary of State" the Secretary of State for Communities and Local Government
- 2.24 "The Servicing

- Management Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Property incorporating the elements set out in the Second Schedule hereto with a view to inter alia reducing the servicing impacts of the site on the surrounding street network.
- 2.25 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management based on a Building Research Establishment Environmental Assessment Method Assessment and an EcoHomes Assessment with a target of achieving a "very good" rating to be carried out by a recognised independent verification body in respect of the Property.
- 2.26 "the Undertaking" this unilateral undertaking made pursuant to Section 106 of the Act

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Undertaking is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers provided that an individual owner/occupier of a Residential Unit shall not be bound by the planning obligations contained herein except for Clause 4.1

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed by the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Undertaking shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants as follows:-

4.1 **Car Free Housing**

- 4.1.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development shall be informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents

Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, operated or controlled by the Council.

- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.2 Payment of Financial Contributions

On or prior to the Implementation Date to pay the Education Contribution and the Public Open Space Contribution to the Council

4.3 Servicing Management Plan

- 4.3.1 To prepare a Servicing Management Plan prior to the Implementation Date of the Development.

- 4.3.2 Not to occupy or permit occupation of any part of the Development until arrangements have been made for the implementation of the Servicing Management Plan

- 4.3.3 After the Occupation Date the Owner shall not occupy or permit occupation of the Development at any time when the Development is not being managed in strict accordance with the Servicing Management Plan and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Servicing Management Plan.

4.4 Lifetime Home Standards

- 4.4.1 Not to Implement or permit Implementation until the Owner has prepared plans that demonstrate that all of the residential units forming the Development have been designed to Lifetime Homes Standards and that one residential unit has

been designed as a wheelchair accessible unit in accordance with the Council's standards for such access.

4.4.2 Not to implement or permit Implementation of the Development otherwise than in accordance with the plans referred to in clause 4.4.1 of this Undertaking

4.4.3 Not to allow or permit Occupation of any part of the Development until all of the residential units forming the Development have been built out to Lifetime Homes Standards and that one residential unit has been built as wheelchair accessible units in accordance with clause 4.4.1 of this Undertaking.

4.5 Construction Management Plan

4.5.1 On or prior to the Implementation Date to prepare the Construction Management Plan.

4.5.2 After the Implementation Date, the Owner shall not carry out or permit to be carried out any works of construction at any time other than in strict accordance with the Construction Management Plan.

4.6 Sustainability Plan

4.6.1 On or prior to the Implementation Date to prepare the Sustainability Plan.

4.6.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works relating to the Development in accordance with and contained in the Sustainability Plan

4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Sustainability Plan and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.7 Renewable Energy Plan

- 4.7.1 Prior to the Implementation Date to prepare the Renewable Energy Plan.
- 4.7.2 Not to Occupy or permit Occupation until the Owner has undertaken and completed all of the works in accordance with and contained in the Renewable Energy Plan.
- 4.7.3 After the Occupation Date the Owner shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Renewable Energy Plan and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference the date upon which the residential units forming the Development are ready for occupation.
- 5.2 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council as necessary to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants that it shall observe and perform the conditions restrictions and other matters mentioned herein
- 5.5 Payment of the Contributions pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Undertaking to which such Contribution relates or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Undertaking upon presentation of an appropriate value added tax invoice addressed to the Owner.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Undertaking and shall cite the clause of the Undertaking to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Undertaking shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council a contribution that shall be reasonably related to the future monitoring costs.

6.4 The Owner hereby covenants that it will within 28 days from the date of any planning permission in respect of the Appeals apply to the Chief Land Registrar of HM Land Registry to register this Undertaking in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Undertaking in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Undertaking shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be fully and effectually exercised.

6.6 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from the Owner or the Mortgagee shall be bound by the obligations in this Undertaking in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Undertaking (other than those contained in this sub-clause) shall not have any effect until this Undertaking has been dated.

6.8 If any Planning Permission granted on appeal is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement

of development or is modified (other than by agreement with or at the request of the Owner) this Undertaking shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Undertaking.

6.9 Nothing in this Undertaking shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Undertaking by the Council or the Secretary of State or any other competent authority.

7. The Mortgagee hereby consents to the completion of this Undertaking and agrees to be bound by it and to the same being registered at HM Land Registry as provided in Clause 6.4 hereof provided that the Mortgagee shall only be directly liable for a breach of any of the obligations contained in this Undertaking during any such periods as it is a mortgagee in possession of the land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this Undertaking arising prior to it becoming mortgagee in possession of the land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the land.

8. All Covenants made by the Anthony John Barclay, Peter Edward Hawley and John Emanuele Bodie in this Undertaking are made jointly and severally and are enforceable as such.

9. Any dispute in relation to the terms of this undertaking shall be referred to an expert who is to be agreed between the parties to the dispute or in default by the President (or his nominated deputy) for the time being of the Law Society of England and Wales on the application of any party to the dispute and it is agreed that

Quarry Lane

H. B. H. J. H. J.

the

31.0m

ARLINGTON ROAD

BM 31.52m

Hall

SIGNMAKERS YARD

DELANCY STREET

30.4m

Post

El Sub Sta

DELANCY PARK

18 to 22

7 to 12

98

90

3a

31.5m

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- (a) the parties to the dispute will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
- (b) the Expert shall give written reasons for his decision;
- (c) the Expert's costs will be borne in equal proportions by the parties to the dispute or in such other proportions as the Expert may direct, and
- (d) the Expert shall comply with any time limits or other directions agreed by the parties to the dispute on or before his appointment provided that if the Expert fails to comply with the time limits any party to the dispute may apply prior to the making of the Expert's decision for a fresh appointment to be made

10. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Undertaking

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED as a Deed
by ANTHONY JOHN BARCLAY
In the presence of:

) 
)
)



Witness Name MICHAEL J WHEELER

Address THE MANAGERS HOUSE LITTLE BALDWIN FARM NUNEATON COVENTRY

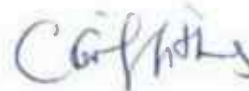
OXFORD OX44 9PU

Occupation FARM MANAGER

EXECUTED as a Deed
by PETER EDWARD HAWLEY
In the presence of:

)
)
) 

Witness Name CAROL GRIFFITHS
Address 13 LANGHAM CLOSE
ST. ALBANS, HERTS, AL4 9YH
Occupation HEAD OF ADMINISTRATION



EXECUTED as a Deed
by JOHN EMANUEL BODIE
In the presence of:

)
)
) 

Witness Name ROGER (FM SHARPLEY
Address 17 The Green, Exton, Rutland
Occupation Chartered Surveyor LE15 8AP

EXECUTED as a Deed
By NATIONAL WESTMINSTER BANK PLC)
by)
in the presence of:)

.....
Authorised Signatory

Signed and Delivered as a deed
For and on behalf of
The National Westminster Bank PLC
By a duly authorised Attorney

)
)
) 
) Roland Savage

In the presence of

Documenter
2558763


Witness' Signature-Bank employee

FIRST SCHEDULE

LIFETIME HOMES STANDARDS

	LIFETIME HOMES STANDARDS	COMMENT
1	Where there is car parking adjacent to the home, it should be capable of enlargement to attain 3300mm width	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset, there must be provision (e. g. a grass verge) for enlarging the overall width to 3300mm at a later date.
2	<i>The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping</i>	It is preferable to have a level approach. However, where the topography prevents this, a maximum gradient of 1: 12 is permissible on an individual slope of less than 5 metres or 1: 15 if it is between 5 and 10m, and 1: 20 where it is more than 10m (providing there are top, bottom and intermediate landings of not less than 1.2m excluding the swing of doors and gates.) Paths should be a minimum of 900mm width.
3	The approach to all entrances should be level or gently sloping	See standard 2 above for the definition of gently sloping
4	All entrances should: a) be illuminated b) have level access over the threshold and c) have a covered main entrance	This standard goes beyond Part M because it applies to ALL entrances. Additional requirements include providing lighting and a cover over the main entrance. The threshold upstand should not exceed
5	a) Communal stairs should provide easy access and	Minimum dimensions for communal stairs Uniform rise not more than 170mm,

	b) where homes are reached by a lift, it should be fully wheelchair accessible	<p>Uniform going not less than 250mm. Handrails extend 300mm beyond top and bottom step <i>Handrail height 900mm from each nosing</i></p> <p><i>Minimum dimensions for lifts</i> Clear landing entrances 1500x1500mm Min. internal dimensions 1100x1400mm Lift controls between 900 and 1200mm from the floor and 400mm from the lift's internal front wall</p>
6	The width of internal doorways and hallways should conform to Part M except where the approach is not head on and <i>the corridor width is 900mm, where the clear opening width should be 900mm rather than 800mm. There should be 300mm to the side of the leading edge of the doors on the entrance level.</i>	This standard goes beyond Part M because of the requirement for 300mm to the leading edge of ground floor doors to facilitate <i>opening for wheelchair users, and for 900mm clear opening for doorways coming off a 900mm wide corridor.</i>
7	There should be space for turning a <i>wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere.</i>	A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required.
e	The living room should be at entrance level	In some town houses this is often shown as living/bedroom.
9	In houses of two or more storeys, there should be space on the entrance level that could be used as a convenient bedspace.	The bed-space could be a temporary measure. But there should be enough space to make one without compromising the living room.
10	There should be: a) a wheelchair accessible entrance level WC, with b) drainage provision enabling a shower to be fitted in the future	<p>For properties 2 bed and smaller a Part M toilet is acceptable where the design has <i>failed to achieve a fully accessible WC, for 3 bed and larger then the wheelchair user should be able to close the door and do a side transfer from a wheelchair to at least one side of the WC. Minimum requirement is 1100mm in front of the WC pan.</i></p> <p><i>The drainage provision for a future shower should be provided in all dwellings.</i></p> <p><i>The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow)</i> (Please note that it is important to meet the Part M dimensions specified to each side of the WC bowl in entrance level WCs (diagrams 10a and 10b). The Lifetime Homes standards for houses of three</p>

		bedrooms or more require full side transfer from at least one side of the WC.)
11	Walls in bathrooms and toilets should be capable of taking adaptations such as handrails.	Wall reinforcements should be located between 300 and 1500mm from the floor.
12	The design should incorporate: a) provision for a future stair lift b) a suitably identified space for a through the floor lift from the ground to the first floor, for example to a bedroom next to a bathroom	There must be a minimum of 900mm clear distance between the stair wall (on which the lift would normally be located) and the edge of the opposite handrail/ balustrade. unobstructed 'landings' are needed at top and bottom of stairs. There should be a clear space between the wall and the widest part of the opposite handrail of at least 900mm wide. The identified space for the through the floor lift will have butted joists.
13	The design should provide for a reasonable route for a potential hoist from a main bedroom to the bathroom	The best solution is a removable panel between the bathroom and bedroom, however a simple route from bed to bathroom is acceptable so long as the potential route does not compromise fire walls/breaks.
14	The bathroom should be designed to incorporate ease of access to the bath, WC and wash basin	While there is not a requirement for a turning circle, simple layout and ease of use are essential,
15	Living room window glazing should begin at 800mm or lower and windows should be easy to open/operate	People should be able to see out of the window whilst seated. Wheelchair users should be able to operate at least one window in each room Below 800mm, standard glazing is not acceptable under Building Regulations.
16	Switches, sockets, ventilation and service controls should be at a height usable by all (i.e. between 450 and 1200mm from the floor).	This applies to all rooms including the kitchen and bathroom.

SECOND SCHEDULE

ELEMENTS FOR SERVICING MANAGEMENT PLAN

A person or persons based at the Cafe/Restaurant must be designated for coordinating deliveries to the Cafe/Restaurant ensuring deliveries are received swiftly and efficiently. This person should also be responsible for informing all scheduled delivery companies of the stringent Servicing Management Plan restriction on the site and ensure that **ONLY** those deliveries made in accordance with the plan are received.

Details will be provided by the tenant of the Cafe/Restaurant with regards to the number of expected servicing vehicles per day and the expected size of vehicle required - and how such deliveries will be managed to meet the following terms:

- All delivery vehicles must be required to load from Arlington Rd in a manner that does not cause an obstruction to the junction of Arlington Rd and Delancey Street
- Deliveries should be timed to reduce their traffic impact and impact on pedestrians on the footway
- Servicing from Arlington Rd must be in accordance with existing strict waiting restrictions - in some cases loading of one large vehicle may not be feasible within the loading time limits and as such alternative arrangements such as multiple deliveries using smaller vehicles must be investigated
- Arrangements must be made for the collection of refuse