

[CONSOLIDATED VERSION]

14/04/51

DATED 13 MAY 2015

(1) BERKELEY HOMES (CENTRAL LONDON) LIMITED

- and -

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON
THAMES

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 in relation to the former HM
Remand Centre at Latchmere House, Church Road, Ham, Richmond TW10 5HH

THIS AGREEMENT is made as a DEED the 13 day of May 2015

BETWEEN:

1. PARTIES

1.1 **BERKELEY HOMES (CENTRAL LONDON) LIMITED** of Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG (the "**Owner**"); and

1.2 **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham TW1 3BZ (the "**Council**")

2. RECITALS

2.1 The Council is the local planning authority for the purposes of the Act for the Richmond Land

2.2 The Council is the local planning authority that can enforce the terms of this Deed for the purposes of the Act

2.3 The Owner owns the freehold interest in the Richmond Land and is registered as proprietor of the same with Title Absolute at the Land Registry under title numbers SGL624225 and SGL624227

2.4 The Richmond Application was submitted to the Council by the Owner and following its refusal by the Council on 5 January 2015 is the subject of the Richmond Appeal

2.5 The Council supports the grant of the Planning Permission for the Development by the Inspector subject to the Owner covenanting in the terms of this Deed

3. DEFINITIONS

In this Deed (except where the context otherwise requires):

"Act"	means the Town and Country Planning Act 1990
"Affordable Housing"	means subsidised low cost residential housing to be provided on the Richmond Land as part of the Latchmere House Scheme comprising the Affordable Rented Housing and Intermediate Housing and which shall be made available to Eligible Households
"Affordable Housing Units"	means the Affordable Rented Housing and Intermediate Housing which comprise 18% of all Dwellings to be provided as part of the Latchmere House Scheme and are shown shaded red, blue and green on Plan 5
"Affordable Rented Housing"	means the 12 (twelve) Affordable Housing Units (7×3 bed and 5×4 bed) shaded red and blue on Plan 5 which are rented housing let by registered providers of social housing that has the same characteristics as

	social rented housing except that it is outside of the national rent regime (with the exception of the 3x4 bedroom Richmond Affordable Rented Housing Units which shall be subject to the national rent regime) but is subject to other rent controls that require it to be offered to Eligible Households at a rent of up to 80% of local market rents, not exceeding local housing allowance rates, and in the case of the 3x3 bedroom Richmond Affordable Rented Housing Units shall not to exceed rent level guidance offered in the Council's Tenancy Strategy 2013 provided that allowance shall be made for inflation in accordance with Greater London Authority guidance in force from time to time
"Affordable Rented Housing Unit"	means the individual units of Affordable Rented Housing and "Affordable Rented Housing Units" shall be construed accordingly
Associated Car Parking	means the 22 parking places within the Development Site
"Bank Base Rate"	means the Bank of England official dealing rate as set by the Monetary Policy Committee
"Commencement of Development"	<p>means the earliest date upon which a material operation forming part of the Development is begun in accordance with the provisions of section 56(4) of the Act SAVE THAT for the purposes of this Deed none of the following operations shall constitute a material operation:</p> <ul style="list-style-type: none"> • site clearance and site preparation works, including installation of temporary site welfare and project offices; • archaeological investigations; • remediation works; • erection of fences and hoardings an construction of temporary access and service roads; • site investigation works (including environmental investigations); and • works of demolition <p>and "Commence the Development" and "Commenced" and all other cognate terms shall be construed accordingly</p>

<p>"Demolition and Construction Management Plan"</p>	<p>means a plan based on the principles contained in the Framework Demolition and Construction Management Plan submitted to the Council as part of the Richmond Application and attached at Schedule 5 setting out the measures that the Developer will adopt in undertaking demolition works and the construction of the Development using good site practices in accordance with the Considerate Contractor Manual to ensure the demolition and construction phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (a) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development; (b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; and (c) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any)
<p>"Development"</p>	<p>means the development authorised by the Planning Permission</p>
<p>"Development Site"</p>	<p>means the Kingston Land and the Richmond Land</p>
<p>"Dwelling"</p>	<p>means any unit of Class C3 residential accommodation constructed as part of the Latchmere House Scheme</p>
<p>"Eligible Households"</p>	<p>means persons who cannot afford to rent or buy housing generally on the open market as determined by reference to local incomes and local house prices and whose needs are not met by the open market</p>
<p>"Hold-Back Units"</p>	<p>means the Market Housing Units identified as plots 14 to 23 (inclusive) on Plan 4 or any other unit or units as</p>

	may be agreed in writing with the Council and the RBKT
"Index"	means the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used
"Index Linked"	means increased (if applicable) in proportion to movements in the Index between the date on which the Planning Permission is granted and the date the particular payment is made
"Inspector"	means the Inspector appointed by the Planning Inspectorate to determine the Richmond Appeal
"Intermediate Housing"	means the 1 (one) Affordable Housing Unit shaded green on Plan 5 which is not Affordable Rented Housing and which is provided on a shared ownership basis (or such other form of intermediate tenure as may be agreed in writing) to Eligible Households
"Kingston Affordable Housing Units"	means the 6 (six) Affordable Rented Housing Units (2x4 bed and 4x3 bed) shaded blue on Plan 5
"Kingston Application"	means the application submitted to RBKT in respect of the Kingston Land and allocated local planning authority reference 14/12144/FUL for the demolition of existing buildings and the erection of 31 dwellings 2/3 storeys high with access from Church Road, associated highway works, landscaping, tree works and car parking as part of the creation of the Latchmere House Scheme
"Kingston Land"	means the land as shown for indicative purposes only edged blue on Plan 1 which is registered at the land registry under title numbers SGL624225 and SGL624227
"Kingston Market Housing"	means the 31 Dwellings to be constructed on the Kingston Land pursuant to the Kingston Planning Permission (or any amendment or variation thereto) excluding the Affordable Housing Units
"Kingston Market Housing"	means the individual units of Kingston Market Housing and "Kingston Market Housing Units" shall be

Unit"	construed accordingly
"Kingston Planning Permission"	means the planning permission dated 31 March 2015 granted by RBKT pursuant to the Kingston Application and any subsequent amendment or variation thereto
"Latchmere House Scheme"	means the demolition of existing buildings, excluding Latchmere House and provision of 73 residential units (Use Class C3) comprising 66 new build units and the conversion and ground floor extension of Latchmere House to provide 7 apartments, associated highway works, landscaping, tree works and car parking on the Development Site as permitted by the Planning Permission and the Kingston Planning Permission
"Market Housing"	means the Kingston Market Housing and the Richmond Market Housing excluding the Affordable Housing Units
"Market Housing Unit"	means the individual units of Market Housing and "Market Housing Units" shall be construed accordingly
"Nominations Agreement"	means an agreement or agreements to be entered into between (1) a Registered Provider, (2) the Council and (3) the RBKT that shall be in a form mutually acceptable to the Council and RBKT both acting reasonably and which addresses, among other things, rent levels and the procedure by which Eligible Households can be nominated by the Council for Richmond Affordable Rented Housing Units and the Richmond Intermediate Housing Unit and the procedure by which Eligible Households can be nominated by RBKT for Kingston Affordable Rented Housing Units
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including any such use of such land or buildings for the purposes of construction or fitting out or occupation for marketing or display or occupation in relation to security operations and "Occupy" "Occupied" and "Occupier" and all other cognate terms shall be construed accordingly
"Pedestrian Routes"	means the routes for pedestrians indicatively shaded brown on Plan 2
"Pedestrian Routes Specification"	means the specification for the construction of the Pedestrian Routes to a non-adoptable standard to be agreed in writing between the Owner and the Council

"Plan 1"	means the drawing with reference BKH04 P_001 Rev 00 labelled "Plan 1" annexed hereto at Schedule 4
"Plan 2"	means the drawing with reference BKH04 P_305 Rev 00 labelled "Plan 2" annexed hereto at Schedule 4
"Plan 3"	means the drawing with reference BKH04 P_304 Rev 00 labelled "Plan 3" annexed hereto at Schedule 4
"Plan 4"	means the drawing with reference 1353/002 Rev 1 labelled "Plan 4" annexed hereto at Schedule 4
"Plan 5"	means the drawing labelled "Plan 5" annexed hereto at Schedule 4
"Public Open Space"	means the areas of the Development Site within the Richmond Land that are to be accessible to the public and which shall include the provision play equipment as shown indicatively shaded green on Plan 3
"Planning Permission"	means the planning permission to be granted by the Inspector pursuant to the Richmond Appeal
"Practical Completion"	means the date on which the Development (or any relevant part of it) is properly certified as practically complete by the Owner's relevant professional under the contract for the construction of the Development and the terms "Practically Complete" and "Practically Completed" and all other cognate terms shall be construed accordingly
"RBKT"	means the Royal Borough of Kingston upon Thames
"Registered Provider"	<p>means an organisation which is:</p> <p>(1) registered in a register maintained by the Regulator pursuant to Section 11 of the Housing and Regeneration Act 2008; and</p> <p>(2) is one of (a) Paragon CHG, (b) Richmond Housing Partnership, (c) Thames Valley Housing Association, and (d) Notting Hill Housing Association (unless otherwise agreed in writing)</p> <p>PROVIDED THAT the RBKT shall be in agreement</p>
"Regulator"	means the regulator of social housing (as those terms are defined in the Housing and Regeneration Act 2008) being the Regulation Committee of the Homes and Communities Agency ("HCA") established pursuant to <i>inter alia</i> section 178 of the Localism Act 2011 or such other body as might succeed it or to

	whom the functions of this regulator may be transferred
"Richmond Affordable Rented Housing Units"	means the 6 (six) Affordable Rented Housing Units (3x4 bed and 3x3 bed) shaded red on Plan 5
"Richmond Appeal"	an appeal made by the Owner under Planning Inspectorate reference APP/L5810/W/14/3002030 against the refusal by the Council of the Richmond Application
"Richmond Application"	means the application submitted to the Council in respect of the Richmond Land and allocated local planning authority reference 14/0451/FUL for the demolition of existing buildings and the provision of 42 Dwellings comprising 35 new build units and the conversion and ground floor extension of Latchmere House to provide 7 apartments, , associated highway works, landscaping, tree works and car parking as part of the creation of the Latchmere House Scheme and which was refused by the Council on 5 January 2015 and is the subject of the Richmond Appeal
"Richmond Intermediate Housing Unit"	means the single unit of Intermediate Housing (1x3 bed) shaded green on Plan 5 and which shall be made available to Eligible Households where the total gross household income does not exceed the income levels set by the London Plan (such income levels to be adjusted annually in accordance with the London Plan Annual Monitoring Report)
"Richmond Land"	means the land as shown for indicative purposes only edged red on Plan 1 which is registered at the land registry under title numbers SGL624225 and SGL624227
"Richmond Market Housing"	means the 29 Dwellings (of which 22 are houses 7 are flats) to be constructed on the Richmond Land pursuant to the Planning Permission excluding the Affordable Housing Units
"Richmond Market Housing Unit"	means the individual units of Richmond Market Housing and "Richmond Market Housing Units" shall be construed accordingly
"Travel Plan"	means the travel plan attached at Schedule 6
"Working Day"	means any day of the week other than Saturday Sunday or any bank holiday and any other day upon which the Council's offices are closed to the public

4. INTERPRETATION

In this Deed (except where the context otherwise requires):

- 4.1 Reference to the masculine feminine and neuter genders shall include other genders
- 4.2 Reference to the singular include the plural and vice versa unless the contrary intention is expressed
- 4.3 Reference to natural persons are to include corporations and vice versa
- 4.4 Headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation
- 4.5 The expression "the Owner" shall include its respective successors in title and assigns and the expression "the Council" shall include its statutory successors in function
- 4.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule to this Deed
- 4.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions
- 4.8 Where in this Deed a party includes more than one person any obligation of that party shall be joint and several
- 4.9 Any reference in this Deed to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force

5. STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 This Deed is made pursuant to:

Section 106 of the Act; and

Section 111 of the Local Government Act 1972

and all other enabling powers and enactments which may be relevant for the purposes of giving validity to this Deed

- 5.2 The planning obligations created by this Deed shall be deemed to be discharged if and to the extent that the report written by the Inspector in the determination of the Richmond Appeal unequivocally indicates that one or more clauses and/or paragraphs of this Deed are not in compliance with regulation 122 of the Community Infrastructure Levy Regulations 2010

- 5.3 This Deed shall cease to have effect if the Planning Permission shall be quashed, revoked or otherwise withdrawn or if it is modified by any statutory procedure or expires prior to Commencement of Development
- 5.4 The obligations on the part of the Owner in this Deed are planning obligations relating to the Richmond Land for the purpose of section 106 of the Act and are enforceable by the Council as local planning authority against the Owner
- 5.5 No person shall be bound by any obligations rights and duties contained in this Deed and/or be liable for any breach of a covenant and/or obligations contained in this Deed after they shall have parted with all interest in the Kingston Land or the part in respect of which such obligations relate or such break occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenants prior to parting with their interest
- 5.6 The obligations in this Deed shall not be binding on or enforceable against:
- (a) the residential owner/Occupiers of the Market Housing or any mortgagees of such owner/Occupier;
 - (b) the residential owners (including the Registered Provider) and/or Occupiers of the Affordable Housing Units and any mortgagees or receivers of such owners Registered Provider and Occupiers (or persons deriving title therefrom) other than the obligations in Schedule 2 (Affordable Housing);
 - (c) any mortgagee or charge from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the Richmond Land unless and until such mortgagee or charge has entered into possession of the Richmond Land or any part thereof to which such obligation relates;
 - (d) any statutory service company or authority who shall take easements over a lease and/or transfer of any part of parts of the Richmond Land for the purposes of providing services to the Development
- 5.7 No statutory undertaker shall be bound by any obligations rights and duties contained in this Deed and/or be liable for any breach of covenant and/or obligation contain in this Deed in respect of any site used only as an electricity substation gas governor or pumping station
- 5.8 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Richmond Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 5.9 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by them under the Act or under any other act or any statutory instrument order or bylaw in the exercise of their function as a local authority

6. **CONDITION PRECEDENT**

- 6.1 This Deed is conditional and shall only come into effect upon the grant of the Planning Permission and Commencement of Development except for clauses 1 to 6, 7.2, 8 to 15 and 7.1 in so far as it relates to the obligations in Schedule 1 paragraphs 1.1, 1.2, 2.1, 3.1, 3.2 and 3.3 which shall come into effect upon the grant of the Planning Permission
- 6.2 Unless otherwise agreed in writing with the Council, the Owner shall not Commence the Development unless and until section 106 agreement dated 26 March 2015 between the Owner and RBKT in connection with the grant of the Kingston Planning Permission has been modified to correspond with the terms of this Deed and the Owner shall thereafter only carry out the Development on the Richmond Land as part of the comprehensive redevelopment of the Development Site to deliver the Latchmere House Scheme

7. **OBLIGATIONS**

- 7.1 The Owner covenants with the Council that it will observe the covenants obligations and restrictions on its part as set out in the Schedules 1 and 2
- 7.2 The Council covenants with the Owner that it will observe and perform the covenants obligations and restrictions on its part as set out in Schedules 1, 2 and 3
- 7.3 The Owner (which for the purposes of this clause 7.3 shall not include successors in title) shall be released from all liability under this Deed on the date it parts with all interest in the Richmond Land save in respect of any antecedent breach of the terms of this Deed

8. **INVALIDITY**

It is agreed that if a clause or sub-clause of this Deed shall be deemed to be unenforceable or ultra vires the remainder of this Deed shall remain in full force and effect provided severance from this Deed is possible

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing contained in this Deed shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and to the specific persons executing this Deed as the Owner its successors (if any) as deemed in this Deed and the provisions of the Contract (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Deed

10. **INTEREST**

The Developer shall pay interest at one per cent above the Bank Base Rate on any monies due under the provisions of this Deed in the event of late payment for the period from the date the monies should have been paid to the date the money is received by the Council

11. OTHER MATTERS

- 11.1 This Deed shall be registered by the Council as a Local Land Charge
- 11.2 This Deed may be exercised in any number of counterparts each of which when executed shall constitute a duplicate original but all the counterparts shall together constitute the one Deed
- 11.3 No variation to this Deed shall be effective unless made by deed
- 11.4 The applicable law for this Deed shall be English law
- 11.5 All interest earned on sums paid to the Council under this Deed shall be taken to form part of the principal sum and may be expended by the Council accordingly
- 11.6 Nothing contained in this Deed shall require the Owner to undertake any work outside of land within its ownership or control

12. DISPUTES

- 12.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute arising
- 12.2 Failing the resolution of any such dispute disagreement or difference within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question the dispute disagreement or difference shall be referred for determination in accordance with the provisions of this clause 12 on the reference of any of the parties to the dispute
- 12.3 The dispute disagreement or difference shall be referred to the decision of a single expert (the "**Expert**") qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the parties within a period of five Working Days following a failure of the parties to resolve the dispute disagreement or difference pursuant to clause 12.2 or failing Deed on such nomination the expert shall be nominated by the President for the time being of the Law Society
- 12.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties save in the event of fraud or manifest error
- 12.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:
- (a) he shall call for representations from all parties within 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period

- (b) he shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in clause 12.5(a) to make counter-representations
- (c) any representations or counter-representations received out of time shall be disregarded by the Expert
- (d) he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations
- (e) he shall be entitled to call for such independent expert advice as he shall think fit
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award

13. NOTICES

13.1 Any notice or other written communication to be served upon or given by one party to any other party under the terms of this Deed shall be deemed to have been validly served or given in the following circumstances:

- (a) if transmitted by facsimile (and confirmed by facsimile confirmation slip) when dispatched
- (b) if delivered by hand upon delivery at the address of the relevant party
- (c) if sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given within two Working Days after the date of posting

provided that if in accordance with the above provision any notice or other written communication would otherwise be deemed to be served or given after 5.00 p.m. such notice or other written communication shall be deemed to be served or given at 9.00 a.m. on the next Working Day

13.2 The address for any notice or other written communication shall only be within the United Kingdom and is:

- (a) for the Council, The London Borough of Richmond upon Thames, Civic Centre, 44 York Street, Twickenham, TW1 3BZ marked for the attention of Robert Angus (Development Control Manager) (facsimile number: 0208 891 7789)
- (b) for the Owner, Berkeley Homes (Central London) Limited, Berkeley House, 380 Queenstown Road, London SW8 4PE marked for the attention of Percy Mullany (facsimile number: 020 7501 2550)

or such other address as any party may notify to the others at its address of service from time to time

13.3 In the event that the parties decide that the recipients of any notice or other written communication should change from the individuals referred to in clauses 13.2(a) and 13.2(b) the parties shall notify each other in writing giving details of the replacement individual(s)

13.4 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory

13.5 Any payments due to the Council under the terms of this Deed shall be sent to the Council at The London Borough of Richmond upon Thames, Civic Centre, 44 York Street, Twickenham, TW1 3BZ (or such other address as may be notified from time to time by the Council to the Owner) and marked for the attention of Robert Angus (Development Control Manager)

14. CANCELLATION OF ENTRIES

14.1 If it is satisfied that the obligation or obligations in question has/have been performed or otherwise discharged the Council shall upon the written request of the Owner at any time after such obligation or obligations upon the Owner hereunder have been performed or otherwise discharged issue written confirmation thereof and thereafter forthwith effect the cancellation of all entries made in the register of local land charges in respect of those obligations or (if all the obligations hereunder shall have been performed) in respect of this Deed

14.2 The Council will act reasonably in considering any request or application from the Owner that may be made in future to modify vary or discharge any of the obligations contained in this Deed including any request that such obligations be modified varied or discharged by way of Deed and with a view to such Deed being registered in the local land charges register

15. COSTS

15.1 The Owner agrees to pay to the Council on the completion of this Deed its reasonable and proper costs for the negotiation and preparation of this Deed

IN WITNESS whereof this Deed has been executed as a deed and delivered on the date first above written



SCHEDULE 1

THE OWNER'S OBLIGATIONS

The Owner covenants with the Council as follows:

1. **NOTIFICATION OF COMMENCEMENT**
 - 1.1 To give the Council notice in writing no later than five Working Days prior to the anticipated Commencement of the Development
 - 1.2 Not to Commence Development unless and until the Council has been given notice in writing no later than five Working Days before Commencement of Development
2. **PEDESTRIAN ROUTES**
 - 2.1 On or prior to Commencement of Development to submit the Pedestrian Routes Specification to the Council for approval
 - 2.2 To carry out and complete the construction of the Pedestrian Routes in accordance with the Pedestrian Routes Specification prior to Occupation of the 29th Richmond Market Housing Unit
 - 2.3 To give the Council notice in writing no later than 10 Working Days after the commencement of construction of the Pedestrian Routes and to allow the Council access at all reasonable times (after being given not less than 24 hours' notice except in the event of an emergency) to inspect the Pedestrian Routes PROVIDED ALWAYS THAT the Council shall adhere to all reasonable requests of the site manager and ensure compliance with all health and safety requirements
 - 2.4 To the extent that the Pedestrian Routes do not fall within the adopted highway to remain liable for the reasonable and proper maintenance of the Pedestrian Routes for so long as the Development or any part or parts thereof remains Occupied for the purposes authorised by the Planning Permission
 - 2.5 Subject to paragraphs 2.6, 2.7, 2.8 and 2.9 below, no later than Occupation of the 29th Richmond Market Housing Unit to permit pedestrian access by the public across the Pedestrian Routes at all times
 - 2.6 The Owner shall not be required to comply with paragraph 2.5 above if upon the Occupation of the 29th Richmond Market Housing Units the Council and the Owner agree in writing that it would be unsafe on health and safety grounds to allow access to the public across the Pedestrian Routes in which case the Owner shall only be required to permit access by the public across the Pedestrian Routes at all times as soon as it considers the Pedestrian Routes safe for such use and any access by the public across the Pedestrian Routes shall at all times be subject to any closures permitted under paragraphs 2.7, 2.8 and 2.9 below
 - 2.7 It is hereby agreed between the parties that the Owner may from time to time close the Pedestrian Routes which do not fall within the adopted highway or part or parts thereof or restrict access thereto or part or parts thereof but only for so long as is reasonably necessary for any one of the following purposes:

- (a) in association with any planning permission;
- (b) in cases of emergency, danger to the public or in the interests of security;
- (c) temporary closure during the carrying out of works of construction, maintenance and surveying where continued public access would be unsafe; or
- (d) for any other cause approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

2.8 It is further agreed between the parties that the Owner may from time to time close the Pedestrian Routes which do not fall within the adopted highway or part or parts thereof for such minimum period as may from time to time be necessary to assert rights of proprietorship or to prevent the creation of any public rights of way along the Pedestrian Routes

2.9 In the event that the Owner and the Council agree in writing (acting reasonably) that gates should be erected at either end of the Pedestrian Routes for reasons of security, then the Owner shall be entitled to close the said gates during the hours of darkness thereby preventing access by the public SAVE THAT the Owner will ensure that first Occupants of the Development and the Latchmere House Scheme are provided on first Occupation with a key, fob or other similar device which will open the gates at either end of Pedestrian Routes

3. **DEMOLITION AND CONSTRUCTION MANAGEMENT PLAN**

3.1 Prior to the Commencement of Development (which shall include demolition works for the purpose of this paragraph 3 only) to provide the Council for approval a draft Demolition and Construction Management Plan

3.2 Not to Commence nor allow Commencement of the Development (which shall include demolition works for the purpose of this paragraph 3 only) until such time as the Council has approved in writing the Demolition and Construction Management Plan

3.3 The Council will not be obliged to approve the Demolition and Construction Management Plan unless it has been demonstrated to the Council's reasonable satisfaction that the demolition and construction phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network

3.4 To ensure that throughout the demolition and construction phase that the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition and Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Demolition and Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance unless otherwise agreed in writing with the Council



4. **PUBLIC OPEN SPACE PROVISION**

4.1 To provide the Public Open Space on the Richmond Land in accordance with the terms of the Planning Permission and in doing so the Owner shall ensure that:

- (a) the Public Open Space is provided at no cost to the Council;
- (b) the reasonable and proper maintenance of the Public Open Space shall be at the cost of the Owner and, if necessary, in accordance with a reasonable and proper maintenance strategy agreed by the Owner and the Council for so long as the Latchmere House Scheme or any part or parts thereof is Occupied for the purposes authorised by the Planning Permission or the Kingston Planning Permission;
- (c) subject to paragraphs 4.1(d) and (e) below, the Public Open Space shall be made available for use at all times by the Public without charge for so long as the Latchmere House Scheme or any part or parts thereof is Occupied for the purposes authorised by the Planning Permission or the Kingston Planning Permission;
- (d) the Owner may from time to time close the Public Open Space or part or parts thereof but only for so long as is reasonably necessary for any one of the following purposes:
 - (i) in association with any planning permission;
 - (ii) in cases of emergency, danger to the public or in the interests of security;
 - (iii) temporary closure during the carrying out of works of construction, maintenance and surveying where continued public access would be unsafe; or
 - (iv) for any other sufficient cause approved in writing by the Council and/or RBKT;
- (e) the Owner may from time to time close the Public Open Space for such minimum period as may from time to time be necessary to assert rights of proprietorship or to prevent the creation of any public rights of way over the Public Open Space

5. **TRAVEL PLAN**

5.1 To comply and continue to comply for so long as the Development or any part of parts thereof is Occupied for the purposes authorised by the Planning Permission with the terms of the Travel Plan (as may be amended by agreement between the parties from time to time)

SCHEDULE 2

AFFORDABLE HOUSING

1. REGISTERED PROVIDER

1.1 Following completion of this Deed to use reasonable endeavours to enter into a contract with a Registered Provider for the transfer to a Registered Provider of the freehold or grant of a lease of a term of not less than 125 years of all of the Affordable Housing Units

1.2 To use the same Registered Provider as the provider of all the Affordable Housing Units unless otherwise agreed in writing by the Council and RBKT

2. DELIVERY OF AFFORDABLE HOUSING

2.1 Unless otherwise agreed in writing with the Council:

(a) no more than 15 of the Richmond Market Housing Units shall be Occupied unless and until the 9 Affordable Housing Units identified as plots 1 to 9 (inclusive) on Plan 4 have been Practically Completed and transferred or leased to a Registered Provider in accordance with paragraph 1.1; and

(b) the Hold-Back Units shall not be Occupied unless and until the 4 remaining Affordable Housing Units identified as plots 10-13 (inclusive) on Plan 4 have been Practically Completed and transferred or leased to a Registered Provider in accordance with paragraph 1.1; and

(c) not less than one space of Associated Car Parking shall be provided with each Affordable Housing Unit but the timing for the delivery of the Associated Car Parking shall be agreed in writing between the Owner, the Council and RBKT SAVE THAT any spaces of Associated Car Parking for wheelchair accessible Affordable Housing Units shall be delivered at the same time as the relevant units (unless otherwise agreed)

3. NOMINATIONS AGREEMENT

3.1 To procure that the Registered Provider enters into the Nominations Agreement with the Council and RBKT

3.2 Not to Occupy or cause or permit to be Occupied the Affordable Housing Units for residential purposes other than to persons nominated by the Council and RBKT in accordance with the Nominations Agreement entered into pursuant to paragraph 3.1 above

3.3 Unless otherwise agreed with the Council, the rent of the Richmond Affordable Rented Housing Units shall be adjusted so that the 3x4 bedroom Richmond Affordable Rented Housing Units are subject to the national rent regime and the 3x3 bedroom Richmond Affordable Rented Housing Units shall be at local rent levels that are determined in consultation with the Registered Provider in accordance with the guidance within the Council's Affordable Housing Supplementary Planning Document (adopted 6 March 2014) and which do not exceed the guidance offered in

the London Borough of Richmond Upon Thames Tenancy Strategy 2013 (or any revision thereto or replacement document that revises local rent levels upwards) provided that allowance shall be made for inflation from the date of this Deed in accordance with Greater London Authority guidance in force from time to time.

4. USE AS AFFORDABLE HOUSING

4.1 Upon their Practical Completion the Affordable Housing Units shall not be used or Occupied other than as Affordable Housing (subject to the right of any Occupier of Intermediate Housing to staircase to 100% ownership) SAVE THAT the obligations in this paragraph 4.1 shall not:

- (a) bind any mortgagee or chargee of the Registered Provider providing the Affordable Housing or any receiver or manager (including any administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Registered Provider;
- (b) apply to any part of the Affordable Housing should such part be transferred or leased by any mortgagee or chargee of the Registered Provider or any receiver or manager (including any administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Registered Provider or bind any person deriving title from the mortgagee or chargee or receiver or manager or any successor in title thereto and their respective mortgagees or chargees;
- (c) bind any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor

SCHEDULE 3

THE COUNCIL'S OBLIGATIONS

The Council covenants with the Owner as follows:

1. **DISCHARGE**

On the written request of the Owner at any time after each or all of the obligations of the Owner under this Deed have been performed or otherwise discharged, to issue written confirmation of such performance or discharge and effect the cancellation of the relevant entries in the Register of Local Land Charges or if such cancellation is for any reason impossible to secure thereon a note of such performance or discharge in respect of this Deed

2. **APPROVALS**

Where any action approval consent direction authority agreement or expression of satisfaction is required to be taken given or reached any such action approval consent direction authority agreement or expression of satisfaction shall not be unreasonable or unreasonably withheld or delayed FURTHERMORE the Council shall within 20 Working Days of receipt of any draft request or other document required to be provided pursuant to this Deed either approve the same or issue to the Owner written comments as to why the said draft request or other document cannot be so approved and the steps the Owner must take to secure such approval and in the event that the Council fails to comply with the requirements of this paragraph 2 the said draft request or other document shall be deemed to be approved

3. **NOMINATIONS AGREEMENT**

To use reasonable endeavours to enter into the Nominations Agreement with a Registered Provider and RBKT without unreasonable delay



SCHEDULE 4
PLANS

PLAN 1

General Notes:
 1. This plan shows the proposed site boundary and the land within the site boundary which is to be controlled by the applicant.
 2. The site boundary is shown in red.
 3. The land within the site boundary which is to be controlled by the applicant is shown in pink.
 4. The borough boundary is shown in blue.

Key

- Application Site Boundary
- Land within Applicant's control
- Borough Boundary



Handwritten notes:
 T
 B
 C

20/21/13 10/12/13
 Rev: Distribution
 Date: 10/12/13
 By: C.A.P./P

27/10/2013
 123 871 1234
 123 456 789
 123 456 789

Scale 1:500
 0 10 20 30 40 50 100m

Berkeley Homes (Central London) Ltd

Latchmere House Scheme 1

Site Location Plan:
 London Borough of Richmond Upon Thames

Project No:	123456	Date:	10/12/13
Page No:	P. 001	Rev:	1
Client:	Berkeley Homes	Author:	C.A.P./P
Project Name:	Latchmere House Scheme 1	Check:	
Project No:	123456	Date:	10/12/13
Page No:	P. 001	Rev:	1
Client:	Berkeley Homes	Author:	C.A.P./P
Project Name:	Latchmere House Scheme 1	Check:	
Project No:	123456	Date:	10/12/13
Page No:	P. 001	Rev:	1
Client:	Berkeley Homes	Author:	C.A.P./P
Project Name:	Latchmere House Scheme 1	Check:	

PLAN 2

General Notes:
Do not cross the boundary. Use marked boundaries.
The boundary is shown by a dashed red line.

Key
Pedestrian Footpaths

27/04/15 VW CS
Date: 27/04/15
Drawn by: VW
Checked by: CS
No. of sheets: 1 of 1
Project Name: Latchmere House Scheme 1
Project No: P 205
Client: Berkeley Homes (Central London) Ltd
Date: 27/04/15
Scale: 1:500 @ A4
Drawing No: 15/04/2015
Project No: P 205
Client: Berkeley Homes (Central London) Ltd



Scale: 0 5 10 20 40m
Client: Berkeley Homes (Central London) Ltd
Project Name: Latchmere House Scheme 1
Project No: P 205
Client: Berkeley Homes (Central London) Ltd
Date: 27/04/15
Scale: 1:500 @ A4
Drawing No: 15/04/2015
Project No: P 205
Client: Berkeley Homes (Central London) Ltd



Handwritten notes: "T" and "C" with arrows pointing to specific areas on the plan.

PLAN 3

General Notes:

1. This plan shows the proposed layout of the development and is not a site plan. It is intended to show the general arrangement of the development and is not intended to show the exact location of individual buildings or other structures. It is intended to show the general arrangement of the development and is not intended to show the exact location of individual buildings or other structures.

Key

Public Open Space

Handwritten initials: TW, B, C

23/03/15 VW CS
Date Drawn by: CS
Date Drawn by: CS



48 Berkeley House, 27 Finsbury Square, London EC2A 3DF
Tel: 020 7460 8000
www.wafarchitects.com

Scale: 1:100 @ A1

Berkeley Homes (Central-London) Ltd	
Project Name: Latchmere House Scheme 1	
Project No: P_204	
Drawn by: VW	Checked by: CS
Date: 23/03/15	Date: 23/03/15
Project Title: Open Space Strategy Plan	
Project No: P_204	
Drawn by: VW	Checked by: CS
Date: 23/03/15	Date: 23/03/15
Project Title: Planning	



Legend

- Existing trees
- Proposed trees
- Street planting
- Hedge planting
- Garden to fence
- Planted areas
- Mature plants
- Sustainable tree stain
- Sustainable permeable road/cutways
- 200 gauge black paving
- 100 gauge black paving
- Permeable black paving
- On-site wet storage area
- Stone paving stain
- Gravel surfaces or gravel paths
- Play area
- Mature garden red-logs
- Adjunction boundary

1,350 sqm Natural Open Space
 (Marked for removal for temporary site alterations)

Natural Play Area Images



Great images showing opportunity for play

Play log

Roller timber tree trunk

Clashes of bushes providing an area for playing and external play

Slide

Further standing wood logs

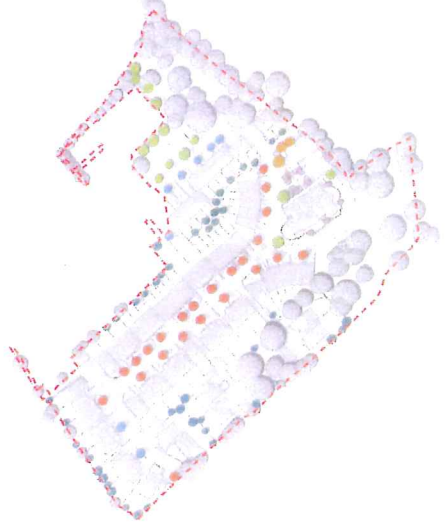


1,250 sqm House, later to Latchmere House Latchmere (155) 0311

Tree Schedule

- Street & Open Space Trees**
 Planted in accordance with the following schedule:
 - *Platanus* (London Plane)
 - *Quercus* (Oak)
 - *Castanea* (Chestnut)
- Trees for Front Gardens**
 Planted in accordance with the following schedule:
 - *Prunella* (Prunella)
 - *Malus* (Malus)
 - *Malus* (Malus)
 - *Malus* (Malus)
 - *Malus* (Malus)
 - *Malus* (Malus)
 - *Malus* (Malus)
 - *Malus* (Malus)
- Open Space Trees**
 Planted in accordance with the following schedule:
 - *Platanus* (London Plane)
 - *Quercus* (Oak)
 - *Castanea* (Chestnut)
- Latchmere House trees and multi-stems**
 Planted in accordance with the following schedule:
 - *Prunella* (Prunella)
 - *Malus* (Malus)
 - *Malus* (Malus)
 - *Malus* (Malus)
- Trees for Front Gardens**
 Planted in accordance with the following schedule:
 - *Prunella* (Prunella)
 - *Malus* (Malus)
 - *Malus* (Malus)
- Trees for Parking Courts**
 Planted in accordance with the following schedule:
 - *Platanus* (London Plane)
 - *Quercus* (Oak)
 - *Castanea* (Chestnut)

Tree Location Plan



Street Trees



Platanus (London Plane)

Open Space Trees



Acer (Maple)



Quercus (Oak)



Castanea (Chestnut)



Malus (Malus)

Latchmere House Trees



Prunella (Prunella)



Malus (Malus)

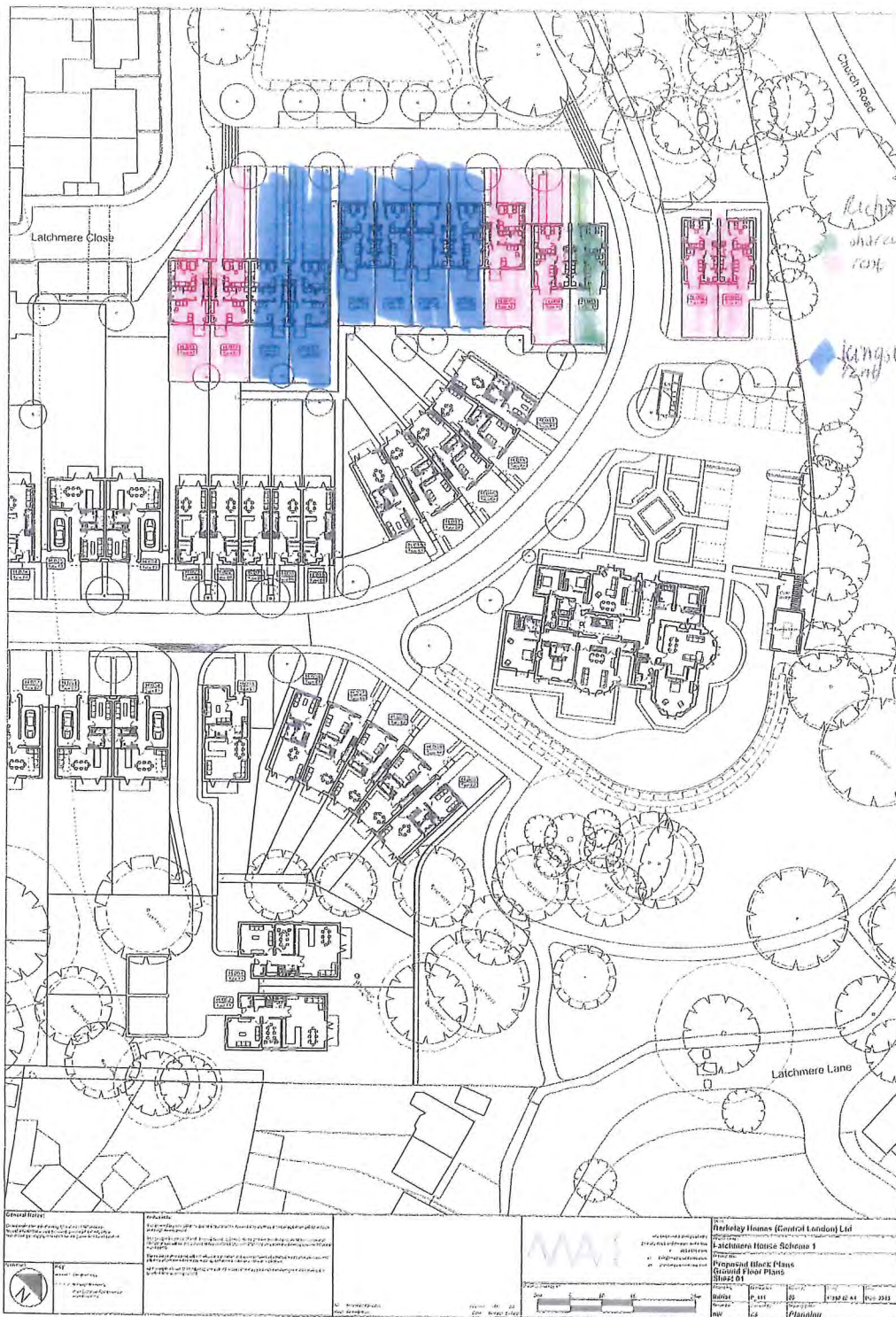


Malus (Malus)



Malus (Malus)

Handwritten notes and arrows, possibly indicating a specific area or direction on the plan.



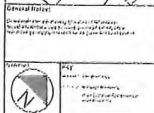
Church Road

Litchmere Close

Richmond
stratford
road

Kingston
Road

Litchmere Lane



General Notes
 1. The site is to be developed in accordance with the approved planning permission.
 2. The proposed buildings are to be constructed in accordance with the approved architectural drawings.
 3. The site is to be landscaped in accordance with the approved landscaping scheme.
 4. The site is to be developed in accordance with the approved access arrangements.
 5. The site is to be developed in accordance with the approved parking arrangements.
 6. The site is to be developed in accordance with the approved drainage arrangements.
 7. The site is to be developed in accordance with the approved utility arrangements.
 8. The site is to be developed in accordance with the approved security arrangements.
 9. The site is to be developed in accordance with the approved fire safety arrangements.
 10. The site is to be developed in accordance with the approved health and safety arrangements.

Proposed Works Plans
 Ground Floor Plans
 Sheet 01

Ridley Homes (Central London) Ltd			
Litchmere House Scheme 1			
Proposed Works Plans			
Ground Floor Plans			
Sheet 01			
Scale	1:500	1:1000	1:2000
Date	15/01/2011	15/01/2011	15/01/2011
Author	15/01/2011	15/01/2011	15/01/2011
Rev	15/01/2011	15/01/2011	15/01/2011

15/01/2011
 15/01/2011

PLAN 5

SCHEDULE 5

FRAMEWORK DEMOLITION AND CONSTRUCTION MANAGEMENT PLAN

Planning Application Submission – February 2014

Framework Demolition and Construction Management Plan

Consultant: Berkeley Homes (Central London) Ltd

Latchmere House – Scheme 1



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Executive Summary

This Framework Construction Environmental Management Plan (CEMP) is submitted in support of the Planning Application by Berkeley Homes (Central London) Ltd. ("Berkeley") for the redevelopment of the Latchmere House site in the Royal Borough of Kingston (RBK), and London Borough of Richmond upon Thames (LBRuT) London (the 'Site').

The Planning Application seeks consent for the following works (the 'Proposed Development'):

- Redevelopment of the Latchmere House former Remand Centre with demolition of all buildings on site, except for Latchmere House. The scheme will provide 73 new residential units with 66 new houses and 7 apartments within the refurbished Latchmere House.

The CEMP is provided as a framework document as the expectation is that the planning permission will impose appropriate conditions that will require additional details to be provided to discharge relevant conditions when more detailed construction information becomes available. Such conditions are likely to include the requirement that a detailed Construction Method Statement be submitted to the Council for approval. This will document the proposed construction works which are expected to take place.

This Framework CEMP therefore provides the Council with Berkeley's approach to the construction of the development and the measures that will be employed to mitigate any adverse effects.

The framework provides a mechanism to outline the proposed controls that could be implemented to minimise emissions of dust, noise and vibration, and any adverse effects on views and the local townscape character during the construction period. The Framework CEMP outlines how these controls are proposed to be implemented and the associated roles and responsibilities.

1 Introduction

1.1 Purpose of the CEMP

- 1.1.1 Berkeley has prepared the Framework Construction Environmental Management Plan (CEMP) to accompany the Planning Application for construction of a residential development of 73 units in RBK and LBRuT ('the Site').
- 1.1.2 The overall aim of the Framework CEMP is to outline measures to minimise and mitigate the construction effects of the Proposed Development. More specifically, the Framework CEMP aims to:
- ▣ Ensure that the mitigation measures set out in the Application Reports submitted as part of the December 2013 Planning Application are implemented during construction. The assumption is that such measures would be controlled by planning conditions on the future permission which will either require further details to be submitted for approval or compliance with measures outlined
 - ▣ Ensure that construction industry best practice standards are adopted throughout the construction process.
- 1.1.3 The Framework CEMP demonstrates the commitment of the Berkeley to undertaking the construction activities in such a way as to avoid or minimise environmental effects, and provides a mechanism for the implementation of recommended mitigation and monitoring measures throughout construction.
- 1.1.4 The content of the Framework CEMP will be agreed with the Council and other organisations as appropriate, prior to the commencement of construction. The construction contractors will be required to comply with the requirements of the CEMP.
- 1.1.5 The CEMP will be finalised prior to commencement of construction activities, taking into account any relevant planning conditions.

1.2 Legal Compliance

- 1.2.1 Considerable environmental legislation applies to the works to be undertaken. The expectation is that, all relevant legislation, including requirements for licences, permits and /or consents shall be identified, and Berkeley will be required to provide details of how compliance is to be achieved, as part of the construction process.

1.3 Structure of the CEMP

- 1.3.1 The Framework CEMP is based on established good management practice and includes the following information:
- ▣ Site Information: including environmental management structure, roles and responsibilities, location of any potentially sensitive receptors such as trees, watercourses, local residents, etc;
 - ▣ Construction Information: a description of the works, construction programme, proposed working hours, details of haulage routes, equipment to be used, etc;
 - ▣ Environmental Management: details of the audit programme, methods for managing environmental risks and reducing effects, emergency procedures, waste and hazardous materials storage procedures, liaison with the local neighbourhood, and specific management plans relating to archaeology, dust, landscape, lighting, and noise;

- ▣ Monitoring: procedures for recording and reporting monitoring results and taking remedial action in the event of any non-compliance, details of receptors, threshold values and analysis methods; and
- ▣ Legal Requirements: a schedule of relevant and current environmental legislation and good practice, objectives and targets imposed by planning conditions, consultations and a register of permissions and consents required, with responsibilities allocated and a programme for obtaining these.

2 Site Information

2.1 Site and Surroundings

- 2.1.1 The former Latchmere House Remand Centre is located in Ham, Richmond with access via Church Road. The site straddles the administrative boundaries of both LBRuT and RBK.
- 2.1.2 The site is approximately 9 acres in area and is occupied by the now vacant prison buildings, formed of cell blocks and ancillary buildings. The prison closed in September 2011 and was purchased by Berkeley in May 2013.

2.2 Scheme Description

- 2.2.1 The proposed development is for redevelopment of the site to a residential scheme comprising the following:
- ▣ 73 new residential units including;
 - ▣ 66 new houses;
 - ▣ 7 apartments in the converted Latchmere House;
 - ▣ Landscaping, parking and access roads;

2.3 Sensitive Receptors

- 2.3.1 Table 2.1 below lists a number of receptors which have been identified as being potentially sensitive to the works during the construction of the Proposed Development due to their location in proximity to the Site and access roads:

Table 2.1 Potential Sensitive Receptors in the Vicinity of the Site

Receptor	Location
Existing Residential Properties	residential properties to the west, east and south of the site
Local Road Network	Church Road provides access to Latchmere Lane, Ham Gate Avenue and Petersham Road.

2.4 Management Structure

- 2.4.1 The expectation is that a condition will be imposed on the planning permission requiring a detailed Construction Method Statement (CMS) to be submitted to the Councils for approval.
- 2.4.2 The anticipated roles and responsibilities of the parties involved in the construction works are set out below. However, it should be noted that all members of staff are responsible for ensuring the requirements of the CEMP are met:

Principal contractor - Berkeley

- 2.4.3 Berkeley will be responsible for providing all strategic infrastructure, strategic foul and surface water drainage, structural landscaping, informal public open space and landscaping works.
- 2.4.4 In order to achieve this, Berkeley will act as Principal Contractor, appointing an internal Project Manager and Site Environmental Manager (SEM) specific to the project.
- 2.4.5 Berkeley will therefore also be responsible for the day to day management of Health and Safety, and Environmental and Quality performance during construction. Berkeley will be responsible for implementing the CEMP, including, monitoring the performance of sub-contractors and maintaining records to demonstrate compliance with and implementation of the CEMP.

Project Manager

- 2.4.6 Berkeley will have an on site Project Manager, directly employed by Berkeley, who will be responsible for directing Berkeley on the delivery of the CEMP. This will include checking that Berkeley has allocated sufficient resources to allow delivery of the CEMP, participating in communication with LBRuT/RBK and other third parties e.g. Environment Agency as required and arranging for the periodic review and update of the CEMP. The Project Manager will regularly review the findings of the monitoring programme, co-ordinated by the SEM and direct the Principal Contractor as necessary.

Site Environmental Manager

- 2.4.7 A suitably qualified SEM will be appointed to report on the implementation of the CEMP and to oversee any environmental monitoring programmes. The SEM will facilitate communication on environmental matters between the project partners and any relevant statutory consultees, will carry out site environmental inspections and audits as necessary, and will co-ordinate the environmental monitoring programme. The SEM will also be responsible for monitoring Berkeley to ensure that all relevant legal consents, licences and exemptions are in place in advance of relevant works commencing, and that all requirements are adhered to.

All Staff and Subcontractors

- 2.4.8 All staff and subcontractors have the responsibility to:
- Work to agreed plans, methods and procedures to minimise environmental effects;
 - Understand the importance of avoiding pollution on-site, including noise and dust, and how to respond in the event of an incident to avoid or limit environmental effects;
 - Report all incidents immediately to their line manager;
 - Monitor the work place for potential environmental risks and alert their line manager if any are observed; and
 - Co-operate as required during site inspections and audits.

2.5 Contact Information

- 2.5.1 The contact details of key personnel will be provided within the CMS.

3 Construction Information

3.1 Construction Works

3.1.1 The CMS will document the timing of the proposed construction works and also the details of the construction which are expected to comprise of enabling works and the construction of the Proposed Development. The phasing plans and construction programme are to be included within the CMS.

3.2 Construction Equipment

3.2.1 The type of plant needed for each type of construction activity is indicated Table 3.2.

Table 3.2 Likely Plant Required for Construction Activities

Plant	Stage		
	Substructure	Superstructure	Fit-Out
Excavators	✓		
Crushers	✓		
Piling Rigs	✓		
Lorries (Muck Away / Delivery)	✓	✓	
Breakers	✓	✓	
Dumpers	✓	✓	
Cranes		✓	
Forklift Trucks	✓	✓	
Compressors	✓	✓	✓
Cutting Tools	✓	✓	✓
Scaffold	✓	✓	✓
Mobile Access Platforms	✓	✓	✓
Power / Hand Tools	✓	✓	✓

3.3 Hours of Work

3.3.1 The standard working hours for all construction activities will be from:

- ☐ 08.00 – 18.00 Monday to Friday; and
- ☐ 08.00 – 13.00 Saturdays.

3.3.2 No continuous 24-hour activities are envisaged at this stage and any working on Sundays or Bank Holidays will be subject to reasonable notice. Any change to working hours will be agreed in advance with LBRut/RBK.

- 3.3.3 These hours will be strictly adhered to unless or in the event of:
- An emergency demands continuation of works on the grounds of safety;
 - Fitting out works are being carried out within the containment of the building envelope; and
 - Completion of an operation that would otherwise cause greater interference with the environment / general public if left unfinished.

3.4 Haulage Routes

- 3.4.1 Haulage routes will be agreed with LBRuT/RBK and TfL prior to any work commencing, full details will be provided in the CMS.
- 3.4.2 It is expected that a clear signage strategy will be implemented to ensure that construction traffic utilises designated routes to minimise the effect on the surrounding road network. HGV movements will be restricted as far as reasonably possible so as to avoid peak traffic flow periods (i.e. from 08h00-09h00 and 17h00-18h00).
- 3.4.3 All construction traffic entering and leaving the Site will be closely controlled and during delivery times, traffic marshals will be positioned at the site entrance. Deliveries will be on a 'just-in-time' basis.

3.5 Road and Footpath Closures

- 3.5.1 It is not anticipated that any road closures will be required. In the unlikely event any temporary road closures are required, they will be agreed with the Highways Authority, LBRuT/RBK and the local police. Notices will be posted to alert the public to any planned road closures and / or diversions.

3.6 Site Accommodation and Welfare Facilities

- 3.6.1 All staff will benefit from full site accommodation and welfare facilities. Details on the location of these facilities will be provided in the CMS.

3.7 Material Storage and Compound Areas

- 3.7.1 A secure and bunded storage area will be located on-site and will be provided for the duration of the construction period.
- 3.7.2 Plant and equipment would be stored in areas which are less susceptible to possible pollution incidents, or in dedicated areas of hard standing. A spill kit will be available for use of in the event of an incident.
- 3.7.3 All deliveries will be supervised by a responsible person. Any fuel deliveries will take precautions to ensure that the fuel storage tanks are checked before and during delivery to prevent overfilling.
- 3.7.4 Details on the location of these facilities will be provided in the CMS.

3.8 Waste and Materials Management

- 3.8.1 Waste produced on site will be subject to the Duty of Care under the Environmental Protection Act (1990). Liaison with the Environment Agency will be undertaken to ensure that waste and materials handling on-site will be conducted appropriately.
- 3.8.2 The transportation of waste to and from the Site will comply with the Duty of Care requirements. These include ensuring waste is transported by registered carriers, disposal to appropriately licensed sites and maintenance of appropriate waste transfer documentation.
- 3.8.3 Berkeley will audit waste carriers and disposal facilities and maintain documentary evidence that these requirements are being met, including a register of waste carriers, disposal sites (including transfer stations) and relevant licensing details for each waste stream. Waste contractors who remove waste will be registered with the Environment Agency.

3.9 Security On-site

- 3.9.1 Only authorised persons will be allowed on the Site. Details relating to on-site security will be provided in the CMS.

3.10 Health and Safety Arrangements On-site

- 3.10.1 Barriers, platforms and hoardings will be erected, adapted and maintained throughout the construction phase to completely segregate the public from construction activity. Details on the On-Site Health and Safety Arrangements will be provided in the CMS.

3.11 Emergency Procedures

- 3.11.1 Procedures will be set in place to respond to any emergency incidents which may occur on Site. A Site Pollution Incident Response Plan will be developed by the Principal Contractor prior to works commencing on Site.
- 3.11.2 All appropriate staff will be trained and made aware of the spill contingency plan set in place. In the event of any incident both Berkeley's Sustainability and Health & Safety team will be notified. Additionally, the Environment Agency and any other interested bodies will be notified as required.
- 3.11.3 Details on the emergency procedures will be provided in the CMS.

4 Key Significant Environmental Issues

4.1 Potential Significant Environmental Effects

4.1.1 A schedule of potential environmental effects relating to each activity is provided in Table 4.1 below.

Table 4.1: Potential Environmental Effects during Construction Works

Topic	Potential Environmental Effect
Transport	<ul style="list-style-type: none"> ▣ Increase in HGV movements; ▣ Increase in congestion on the local road network; ▣ Increased risk of accidents due to construction works on the existing road network; and ▣ Transfer of mud and materials by vehicles onto the public highway.
Noise & Vibration	<ul style="list-style-type: none"> ▣ Noise arising from the construction works; ▣ Increase in noise levels generated by the increase in road traffic as a result of the construction vehicles; and ▣ Increase in vibration levels due to construction works, particularly piling and drilling work.
Local Air Quality	<ul style="list-style-type: none"> ▣ Increase in dust deposition at nearby sensitive receptors during certain construction activities; and ▣ Exhaust fumes from construction vehicle movements.
Water Quality	<ul style="list-style-type: none"> ▣ Degradation in groundwater quality as a result of spills during construction.
Townscape & Visual	<ul style="list-style-type: none"> ▣ Erection of temporary site fencing; ▣ Establishment of site compound and storage areas; ▣ Establishment of temporary lighting and signage associated with the works; ▣ Construction traffic movements to and from the Site; and ▣ General building infrastructure including views of large machinery and cranes.
Hazardous Substances	<ul style="list-style-type: none"> ▣ Risk of spillage of hazardous substances; and ▣ Potential exposure of site workers to hazardous material.

5 Environmental Control Measures

5.1 Environmental Procedures

5.1.1 In order to avoid / mitigate against any significant environmental effects, a series of Project Environmental Procedures (PEP) have been proposed.

5.1.2 Proposed responsibilities for the implementation of each PEP have been assigned to specific members of the project team, which it is envisaged will comprise:

- ▣ Berkeley (Principal Contractor) (site based);
- ▣ SEM (site based); and
- ▣ Environmental Consultant(s) (including air quality and noise specialists).

5.1.3 A list of the key PEPs is provided in Table 5.1 below. Further details relating to each PEP are contained within **Appendix A** of this document.

Table 5.1: Project Environmental Procedures

Procedure (Appendix C)	Title	Procedure Relevant to:		
		Principal Contractor	SEM	Environmental Consultant
PEP/01	Waste Management	✓	✓	
PEP/02	Noise & Vibration	✓	✓	✓
PEP/03	Dust and Air Quality	✓	✓	✓
PEP/04	Vehicles Management	✓	✓	
PEP/05	Pollution Incident Control	✓	✓	

5.2 Transport

5.2.1 Traffic management will be agreed with LBRuT/RBK and TfL prior to any work commencing full details will be provided in the CMS.

5.3 Noise and Vibration

5.3.1 A Section 61 consent will be sought by Berkeley, which will include predictions of noise generated during construction and will identify a number of mitigation measures to minimise the potential disturbance to local residents. The construction works will comply with *BS 5228: Noise and Vibration control on construction and open sites* and the following mitigation measures will be considered:

Plant and Equipment

- Plant will be certified to meet relevant current EU legislation and should be no noisier than would be expected based on the noise levels contained in Annex C and Annex D of *BS 5228-1: 2009 Noise and Vibration Control on Construction and Open Sites*.
- Equipment and vehicles to be shut down when not in use;
- Semi-static equipment is to be sited and oriented as far as is reasonably practicable away from noise sensitive receptors and will have localised screening if deemed necessary; and
- Where possible, mains electricity to be used instead of generators.

Methods of Working

- Where ground conditions permit, first preference shall be given to reaction piling methods ('silent piling'). Otherwise vibratory piling methods, together with pre-augering, shall be used. Percussive piling shall only be considered where ground conditions preclude the use of other methods and prior agreement should be sought from the local authority;
- Where practicable, pile caps will be cut and then broken with hydraulic rams to minimise the use of heavy air-powered breakers;
- Burning equipment will be used in preference to cold cutting where possible;
- Large concrete pours (for which an extension of working hours may be necessary) will commence as early as possible within normal working hours so that activities can be completed within normal working hours as far as possible;
- Loading and unloading of vehicles, dismantling of equipment such as scaffolding or moving equipment or materials around the site will be conducted in such a manner as to minimise noise generation;
- Deviation from approved method statements will be permitted only with prior approval from the Principal Contractor and other relevant parties. This will be facilitated by formal review before any deviation is undertaken; and
- A contact number which the public may use shall be displayed prominently on the site board and any noise complaints will be reported to the Principal Contractor and immediately investigated.

5.4 Local Air Quality

5.4.1 Industry best practice will be implemented to minimise the nuisance and impact arising from dust produced during construction. These may include the following:

- Vehicles carrying loose aggregate and workings to be sheeted at all times;
- Implementation of design controls for construction equipment and vehicles and use of appropriately designed vehicles for materials handling;
- Regular inspection and, if necessary, cleaning of local highways and along the Site boundaries to check for dust deposits (and removal if necessary);
- Minimise surface areas of stockpiles (subject to health and safety and visual constraints regarding slope gradients and visual intrusion) to reduce area of surfaces exposed to wind pick-up;
- Where appropriate, windbreak netting / screening will be positioned around material stockpiles and vehicle loading / unloading areas, as well as exposed excavation and material handling operations, to provide a physical barrier between the Application Site and the surroundings;

- Where practicable, stockpiles of soils and materials will be located as far as possible from sensitive properties, taking account of prevailing wind directions and seasonal variations in the prevailing wind;
- During dry or windy weather, material stockpiles and exposed surfaces will be dampened down using a water spray to minimise the potential for wind pick-up (though not to the point where significant run-off is caused);
- Use of dust-suppressed tools for all operations;
- Ensuring that all construction plant and equipment is maintained in good working order and not left running when not in use;
- Burning of any material prohibited anywhere on-site;
- Establishing wheel washing facilities at all access points into the Site, minimising the transfer of dust and particulate matter onto surrounding highways;
- Construction vehicle access arrangements shall be designed to avoid sensitive streets or narrow, congested roads;
- Materials deliveries and vehicle access to the Site should be timed to avoid the need to queue outside the site prior to opening or whilst other deliveries are completed.

5.5 Water Quality

- 5.5.1 All construction activities will be undertaken in accordance with legislation and the Environment Agency Pollution Prevention Guidance (PPG) and other relevant documents, in particular:
- PPG 1: General Guide to the Prevention of Pollution of Water Resources (Environment Agency, reviewed 2007);
 - PPG 2: Above Ground Oil Storage Tanks (Environment Agency, 2004);
 - PPG 3: The Use and Design of Oil Separators in Surface Water Drainage Systems (Environment Agency, 2006)
 - PPG 5: Works and Maintenance In or Near Water (Environment Agency, 2007);
 - PPG 6: Working at Construction and Demolition Sites (Environment Agency, 2004);
 - PPG 7: Refuelling Facilities (Environment Agency, 2004);
 - PPG 8: Safe Storage and Disposal of Used Oils (Environment Agency, 2004);
 - PPG 13: High Pressure Washer and Steam Cleaners (Environment Agency, 2007); and
 - PPG 21: Pollution Incident Response Planning (Environment Agency, 2004).
- 5.5.2 Implementation of an appropriate temporary drainage system will be required in order to minimise the potential risk of increased sediment reaching nearby surface waters.
- 5.5.3 Contractors must take precautions during the construction phase to protect the entire drainage system from siltation or pollution.

5.6 Townscape and Visual

- 5.6.1 The following measures may be considered during the construction works to ensure protection of the existing townscape setting and views to the Site:

- Temporary screening to the sensitive visual receptors through the implementation of solid construction hoardings;
- Use of attractive hoardings to screen low-level 'clutter';
- Tidy site management to reduce the visual clutter associated with building works; and
- Cranes, batching plants and similar large plant should be located away from the most sensitive receptors, where there are viable alternative locations.

5.6.2 The hoarding to be erected around the Site will visually contain many of the construction activities from the surrounding character areas in terms of influencing their visual setting.

5.7 Hazardous Substances

5.7.1 Materials used in the construction process such as oil, fuel, solvents, paints etc. have the potential to cause serious pollution incidents. Therefore, the Environment PPG's and other relevant guidance will be followed during the handling and storage of such materials.

5.7.2 All the workers on-site will be made aware of potential contamination issues on the Site and will use best practice techniques during the construction phase. The operation of construction vehicles and the handling, use and storage of hazardous materials will be undertaken as follows:

- Construction vehicles and plant will be regularly maintained and supplied with spill kits and drip trays to reduce the risk of hydrocarbon contamination;
- Refuelling would be undertaken in specified areas where there is non-permeable hardstanding and drainage passes through an oil interceptor prior to discharge. Drip trays will be installed to collect leaks from diesel pumps;
- Adequate bunded and secure areas with impervious walls and floors, with a capacity of 110% of substance volume, are to be provided for the temporary storage of fuel, oil and chemicals on site during construction;
- Oil interceptor(s) will be installed on discharge points from any temporary oil storage/refuelling areas; and
- Development of site pollution control procedures in line with Environment Agency's PPG's, and appropriate training for all construction staff. Provision of spill containment equipment such as absorbent material on site.

5.7.3 Hazardous materials already present on-site, or proposed to be used during the construction works will be identified and an appropriate Control of Substances Hazardous to Health Assessment carried out.

6 Monitoring

6.1 Monitoring, Continual Improvement and Review

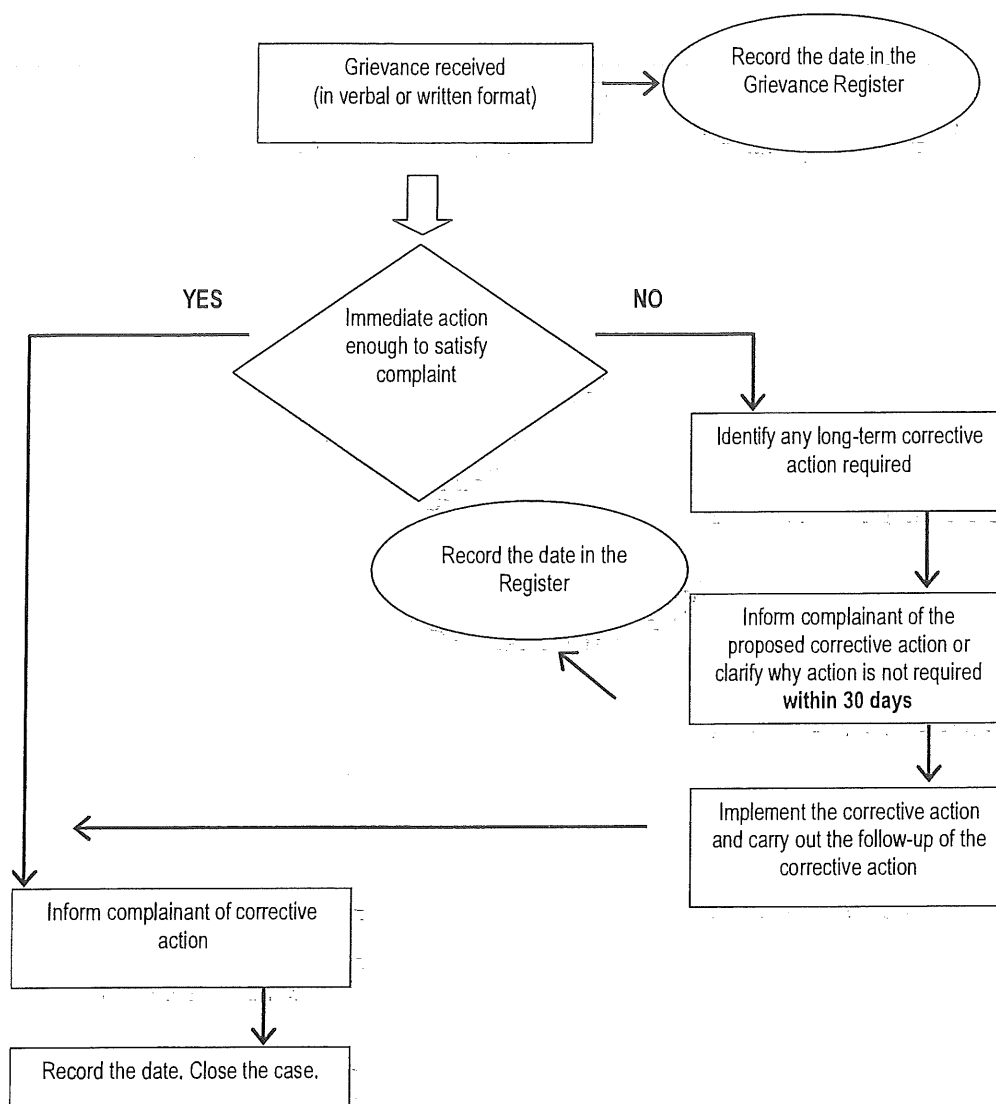
- 6.1.1 The SEM will hold the responsibility for maintaining a register of all environmental monitoring, which should be made available for auditing and inspection.

6.2 Reporting

- 6.2.1 Reporting procedures will be defined by the SEM who will hold overall responsibility for providing feedback to Berkeley on the environmental performance of the construction works.

6.3 Environmental Complaints and Incidents

- 6.3.1 Berkeley will define procedures for managing incidents. A centralised register of all reported complaints and incidents should be maintained by the Site Manger.
- 6.3.2 The formal procedure for handling project complaints / concerns will be developed and agreed by the Principal Contractor / Site Manager but may include a procedure similar to that detailed below and represented in the flow chart:
- Stakeholders will be able to report any concerns, complaints or other comments to Site Manager in writing, by email or in person at the site offices. Site contacts details should be provided at site entrances, on perimeter hoardings and possibly at appropriate community locations.
 - Site Manager (or nominated representative) will take full details of the concerns expressed and ensure that a formal assessment is commenced of the reported concern. They will also issue an initial response to the person who has submitted the complaint / concern confirming its receipt. The Site Manager will record the date and contact information associated with a complaint / concern on a standard form and place a copy in a project grievance register;
 - Site Manager (or nominated representative) will undertake an investigation to assess what corrective and preventive action, or further investigation is necessary;
 - Site Manager (or nominated representative) will respond within a reasonable timescale (typically not more than 30 days) and place details of the completed corrective and preventive actions within the project grievance register. If a longer term programme is required to provide an adequate solution then this programme will be detailed on the register against the specific issue;
 - Site Manager (or nominated representative) will notify the relevant stakeholder of the proposed corrective and preventive actions to be adopted;
 - Any corrective measures / actions will be implemented with associated implementation dates being recorded;
 - For long term corrective action, the complainant will be informed of proposed action; and
 - Following the implementation of the corrective action and agreement with the relevant stakeholder that the complaint has been adequately addressed the case will be closed and date recorded.



- 6.3.3 In the event that a complaint is not resolved to the satisfaction of the complainant directly with the Site Manager the following levels of mediation should be available:
- If the grievance cannot be adequately addressed by the Site Manager, the complaint / concern will be escalated to an appropriate contact within Berkeley; and
 - If the grievance is still not adequately resolved the issue will be taken to LBRuT/RBK for a final decision to be made.

7 Legal Requirements

7.1 Schedule of Environmental Legislation

- 7.1.1 For each significant environmental aspect the relevant applicable environmental legislation and regulations will be identified from, but not limited to the list provided in **Appendix B**. The list of relevant legislation and its applicability to the Site and the construction works will be reviewed and updated where necessary.

8 Summary

8.1.1 This CEMP has been developed to outline measures to minimise and mitigate the environmental effect of the Proposed Development during construction, to ensure industry best practice is followed and to discharge the planning conditions imposed by LBRuT/RBK. It outlines the specific measures that will be adopted in order to minimise the environmental effects associated with construction processes.

8.1.2 The following key environmental issues will require consideration / protection during the construction works:

- Emissions to air quality of dust from the construction works and pollutants from construction vehicle movements;
- Increase in noise levels as a result of the construction works and construction vehicle movements;
- Community disturbance; and
- Changes to the character and views of the Site.

8.1.3 The expectation is that a condition will be imposed on the planning permission requiring a CMS to be submitted to the Councils for approval. This will document the proposed construction works which are expected to comprise enabling works and the construction of the Proposed Development.

Appendix A: Framework Project Environmental Procedures (PEP)

PROCEDURE:	WASTE AND MATERIALS MANAGEMENT
REF:	PEP/01
Action By:	Principal Contractor and Site Environmental Manager
Purpose:	Management of the storage, handling, movement and disposal of waste materials.
Procedure:	<p>Classification:</p> <ul style="list-style-type: none"> ■ The amount of waste, its classification and disposal route will be identified at site set-up to facilitate separation and correct disposal. <p>Segregation:</p> <ul style="list-style-type: none"> ■ Waste materials will be segregated by type. A separate skip for special waste will be used. <p>Storage:</p> <ul style="list-style-type: none"> ■ All waste will be stored in designated areas which are isolated from surface drains; ■ Waste will be stored in such a manner as to prevent its escape. This may be achieved through secondary containment as necessary; ■ Stored waste will be clearly identified and its stability monitored; ■ Sufficient equipment will be provided to staff on site to enable the safe storage and containment of waste; and ■ Skips should be covered and regularly checked to see if they are full. <p>Hazardous wastes:</p> <ul style="list-style-type: none"> ■ Used oil should be stored in bunded area for collection. <p>Waste licensing and Duty of Care:</p> <ul style="list-style-type: none"> ■ A full audit of materials leaving the site will be made; ■ Licences of waste carriers, contractors and final disposal sites and consignment notes will be inspected and the results recorded; ■ Waste management registers will be maintained in line with current legislation; ■ Checks will be made to ensure the accurate completion of transfer notes; and ■ Checks will be made to ensure waste reaches the destination detailed on the transfer note. <p>Records</p> <ul style="list-style-type: none"> ■ All records for waste disposal will be maintained for a minimum of three years after the completion of the contract, or any such period necessary to comply with relevant legislation.
References:	<p>Waste Transfer Notes Special Waste Transfer Notes</p> <p>Controlled Waste (registration of Carriers and Seizure of Vehicles) Regs 1991 Environmental Protection (Duty of Care) Regs 1991 Environmental Protection Act 1990: Part 2 – Waste on Land The Hazardous Waste Regs 2005</p>

	<p>The Waste Management Licensing Regs 1994 (as amended) Control of Substances Hazardous to Health (COSHH) Regs 1999</p> <p>PPG8: Safe storage and disposal of used oils (Environment Agency) Waste Management Guidance Notes (Environment Agency) CIRIA, Waste minimisation in construction, Special Publications 133, Site Guide, 1997</p>
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PROCEDURE:	NOISE AND VIBRATION
REF:	PEP/02
Action By:	Principal Contractor, Site Environmental Manager and Noise Consultant
Purpose:	Monitoring and control of noise and vibration
Procedure:	<p>Licensing:</p> <ul style="list-style-type: none"> ▣ It will be ensured that where appropriate a Section 61 consent is in place prior to work starting (in accordance with the Control of Pollution Act 1974). <p>Identification of sensitive receptors:</p> <ul style="list-style-type: none"> ▣ Local receptors to noise and vibration nuisance will be identified; and ▣ Interested parties will be pre-notified of noise and vibration levels associated with activities on Site through the Construction Liaison Plan. <p>Plant maintenance:</p> <ul style="list-style-type: none"> ▣ All plant will be maintained in accordance with the manufacturers' or suppliers' instructions; ▣ All machines in intermittent use will be shut down when not in use; and ▣ Where possible all plant will be placed away from the site boundaries to reduce the effect on the local community. <p>Noise and vibration abatement measures:</p> <ul style="list-style-type: none"> ▣ Working hours will be limited to those agreed with RBKC to minimise disruption to neighbours; ▣ All vehicles, plant and other equipment will be fitted with the appropriate silencers, mufflers or acoustic covers as applicable; ▣ Neighbours will be kept informed of the times and dates of any potential noise nuisances; and ▣ Noise barriers, e.g. mounds of earth, fences, etc. will be put in place where necessary early in the construction works.
References:	<p>Control of Pollution Act (COPA) 1974 Environmental Protection Act (EPA) 1990: Part 3 – Statutory Nuisance Countryside and Rights of Way Act 2000 Noise and Statutory Nuisance Act 1993 Noise Act 1996</p> <p>BS5228: Noise and vibration control on construction and open sites, Parts 1 & 2 (1997), Part 4 (1992) – BSI, London HSE, Noise in construction, 1992 Ground borne vibrations arising from piling, CIRIA Technical Note 142, 1992</p>

PROCEDURE:	DUST AND AIR QUALITY
REF:	PEP/03
Action By:	Principal Contractor, Site Environmental Manager and Air Quality Consultant
Purpose:	Control of dust and atmospheric emissions affecting local air quality
Procedure:	<p>Sensitive receptors:</p> <ul style="list-style-type: none"> ▣ Identify potential receptors: <ul style="list-style-type: none"> ▫ Residents ▫ Pedestrians ▫ Neighbouring tenants ▫ Local transport infrastructure ▫ Drainage systems ▫ Controlled waters ▣ Regular communication with local residents and businesses will be established <p>Dust risk register:</p> <ul style="list-style-type: none"> ▣ Site activities causing dust problems and existence of sensitive receptors will be identified to assess the risk of nuisance caused by dust; and ▣ Identify and record activities and receptors and any control or protection measures put in place. <p>Wind:</p> <ul style="list-style-type: none"> ▣ Wind speed and direction will be observed prior to conducting dust-generating activities to determine the potential for dust nuisance to occur when wind direction may carry dust into sensitive areas and avoiding dust-generating operations during periods of high or gusty wind. <p>Equipment:</p> <ul style="list-style-type: none"> ▣ All construction plant and dust abatement equipment will be maintained in good working order and will not be used if it is not in full working order. <p>Construction:</p> <ul style="list-style-type: none"> ▣ Cutting and grinding will be conducted using dust suppressed equipment and water sprays will be used to minimise dust emissions; ▣ On-site cement and concrete batching will be undertaken in enclosed areas with suitable water dowsing and wind shielding; ▣ On-site aggregate handling will be carried out in enclosed areas where practicable; ▣ The height from which materials will be tipped or dropped during transfer will be minimised; and ▣ The mixing of large quantities of concrete or bentonite slurries shall take place in enclosed or shielded areas where practicable. <p>Vehicles:</p> <ul style="list-style-type: none"> ▣ Haul roads and associated vehicle waiting areas will be regularly inspected and kept clean of all materials (including dust); ▣ Wheel washing will be undertaken on vehicles leaving the Site; ▣ General site traffic will be restricted to watered or treated haul roads; and ▣ Local highways and site boundaries will be regularly inspected for dust deposits and, if necessary, cleaned. <p>Smoke nuisance:</p> <ul style="list-style-type: none"> ▣ No burning of rubbish or any other activity likely to give rise to dark smoke on or off the site shall be undertaken.

PROCEDURE:	DUST AND AIR QUALITY
REF:	PEP/03
References:	PEP/04: Vehicles Management Environmental Protection Act 1990 (EPA) Clean Air Act 1993 Environment Act 1995 Part 4 Road Vehicles (Construction and Use) Regulations 1986 (as amended)

PROCEDURE:	VEHICLES MANAGEMENT
REF:	PEP/04
Action By:	Principal Contractor and Site Environmental Manager
Purpose:	Minimisation of the effect of vehicles on site
Procedure:	<p>Traffic Management:</p> <ul style="list-style-type: none"> ❑ Permitted access routes for HGV movements will be clearly signed and compliance with these restrictions regularly monitored; ❑ Speed limits will be set within the Site which are appropriate to the various activities which are required to be undertaken; ❑ Delivery routes will be clearly marked; and ❑ Plant crossings, access and egress points will be kept clean in order to avoid the deposition of debris, mud or other materials which could cause nuisance to other road users. <p>Control of dust and other materials:</p> <ul style="list-style-type: none"> ❑ Haul roads and associated vehicle waiting areas will be regularly inspected and kept clean of all dusty materials; ❑ General site traffic will be restricted to watered or treated haul roads; ❑ Local highways and site boundaries will be regularly inspected for dust deposits and, if necessary, cleaned; and ❑ Refer to Procedure PEP/03: Dust and Air Quality. <p>Fuel handling:</p> <ul style="list-style-type: none"> ❑ Refuelling will be carried out as far away as feasible from any drain or other sensitive receptor, only in designated areas on impermeable surfaces; ❑ Refuelling equipment will be regularly inspected with maintenance and repair as appropriate; ❑ Spill kits, locks and other suitable security devices will be provided; and ❑ Fuel bowsers and stores will be secure and as far as possible vandal-proof. <p>Washing vehicles:</p> <ul style="list-style-type: none"> ❑ Where required, wheel-washing facilities will be provided at main construction access and crossing points; ❑ Hardstanding areas will be used for all plant maintenance and washing off; ❑ These areas will be sited away from any drain or watercourse; and ❑ Water released from this area will be directed to a temporary drainage system or pumped for off-site disposal. <p>Avoidance of nuisance from exhaust emissions:</p> <ul style="list-style-type: none"> ❑ No vehicle or item of equipment emitting visible black smoke, other than during ignition, will be used on any construction site or public highway; ❑ Combustion engines on all plant and equipment shall not be left running unnecessarily; ❑ All vehicle and equipment engines and exhaust systems will be maintained so that the exhaust emissions do not breach statutory limits for the vehicle/equipment type and mode of operation; ❑ All vehicles and equipment shall be maintained in accordance with the manufacturers' and suppliers' recommendations; and ❑ Exhausts of vehicles and equipment used for construction shall be positioned at a sufficient height to ensure dispersion of exhaust emissions.
References:	PEP/02: Noise and Vibration PEP/03: Dust and Air Quality

PROCEDURE:	VEHICLES MANAGEMENT
REF:	PEP/04
	Anti-Pollution Works Regs 1999 Clean Air Act 1993 Environmental Protection Act 1990 – Part 3: Statutory Nuisance Road Vehicles (Construction and Use) Regs 1996 Road Traffic Regulation Act 1984 Water Industry Act 1991 Water Resources Act 1991 The Groundwater Regulations 1998 PPG6: Working at Construction and Demolition Sites (Environment Agency) PPG7: Refuelling Facilities (Environment Agency)

PROCEDURE:	POLLUTION/INCIDENT CONTROL
REF:	PEP/05
Action By:	Principal Contractor and Site Environmental Manager
Purpose:	Identification, prevention and control of pollution incidents
Procedure:	<p>Storage of hazardous materials:</p> <ul style="list-style-type: none"> ☒ Stockpiles will be located, as far as is reasonably practicable, away from sensitive receptors such as residential areas, places of public access etc.; ☒ On site storage of chemicals, fuels etc will be checked regularly and any container found to be leaking will be removed immediately; ☒ Hazardous substances will only be stored in dedicated enclosed areas with an impervious base; ☒ Adequate secondary containment (bunding) will be put in place. This should be at least 110% of the capacity of the containers where possible; ☒ Secondary containment will be regularly inspected, emptied and maintained; and ☒ A COSHH register documenting all materials stored and safe handling requirements will be kept in the site office. <p>Handling hazardous materials:</p> <ul style="list-style-type: none"> ☒ Use of potentially hazardous materials will be minimised and quantities stored will be kept to a minimum; ☒ Designated access routes for the delivery and transport of such materials will be used; and ☒ All site staff will be made aware of risks associated with the handling, storage and use of hazardous materials through training sessions. <p>Spill kits:</p> <ul style="list-style-type: none"> ☒ Spill kits with instructions will be sited in areas of high risk and in close proximity to material storage areas; ☒ All staff will be trained in the use of spill kits and the correct disposal of used spill control material; ☒ Used spill kit equipment should be disposed of as hazardous waste (see PEP/02 Waste Management); and ☒ Spill kits will be maintained and periodically inspected. <p>Site drainage and water courses:</p> <ul style="list-style-type: none"> ☒ Site drainage plans will be obtained and a copy kept on site; ☒ The on-site drainage system will be tested; ☒ Abandoned drains will be sealed off or removed to minimise the loss of contaminated water; and ☒ The layout of the Site will be designed to minimise the risk of pollution reaching the groundwater or watercourse. <p>Discharge of water:</p> <ul style="list-style-type: none"> ☒ Written discharge consents will be obtained prior to any discharge to public sewer from the Environment Agency or the local sewerage undertaker as appropriate; and ☒ Consents to discharge will be recorded. <p>Actions in the event of a pollution incident on site:</p> <ul style="list-style-type: none"> ☒ Stop work on site immediately and take appropriate safe actions to prevent further pollution occurring; ☒ Notify Site Manager / Project Manager of incident, possible environmental effects and impact

PROCEDURE:	POLLUTION INCIDENT CONTROL
REF:	PEP/05
	<p>on works;</p> <ul style="list-style-type: none"> ▣ Identify nearby potentially sensitive receptors and take appropriate actions to prevent migration of pollutants; ▣ Monitor surrounding areas for further contamination / migration of pollutants; and ▣ Agree and implement remediation techniques. <p>Pollution incident reporting:</p> <ul style="list-style-type: none"> ▣ Reporting form should include the following information: <ul style="list-style-type: none"> ▫ Date, time and location of incident; ▫ The nature of the incident and a description of the events; ▫ The environmental effects of the incident; ▫ Immediate action taken following the incident; and ▫ Corrective action taken and the date closed. ▣ The completed form should be signed by the Project Manager and a copy passed to the Principal Contractor for signing. <p>Emergency contact and telephone numbers:</p> <ul style="list-style-type: none"> ▣ A list of emergency contacts will be kept on display in the site office and in high risk areas (e.g. oil storage locations), including: <ul style="list-style-type: none"> ▫ Site Environmental Manager; ▫ Environment Agency contacts; and ▫ Approved pollution clean-up contractors.
References:	<p>PEP/01 Waste and Material Management COSHH Register Emergency contacts list</p> <p>Water Resources Act 1991 Water Industry Act 1991 Environment Act 1995 Anti-Pollution Works Regulations 1999 Control of Pollution Act (COPA) 1974 The Groundwater Regulations 1998</p> <p>Environment Agency Pollution Prevention Guidelines, including: PPG1 – General guide to the prevention of pollution of controlled waters PPG2 – Above ground oil storage tanks PPG4 – Disposal of sewage where no mains drainage is available PPG5 – Working in or near rivers PPG6 – Working on Construction and Demolition Sites PPG8 – Safe storage and disposal PPG21 – Pollution Incident Response Planning</p>

Appendix B: Schedule of Environmental Legislation

Environmental Legislation	Summary of Relevance to the Site
Hazardous Substances	
Asbestos (Licensing) Regulations 1983 (as amended 1998)	Intended to ensure that physical works involving asbestos, such as asbestos removal, are undertaken only by suitably qualified persons. Licences are issued by the Health and Safety Executive detailing specific time restrictions for completing necessary works or, imposing other conditions to ensure the safe removal and appropriate disposal of asbestos material.
Control of Asbestos 2006	Employers are designated various responsibilities to protect employees from potential exposure to asbestos at work, including: <ul style="list-style-type: none"> ▣ Identification of asbestos risks within the workplace; ▣ Prevention and reduction in the spread of asbestos materials; ▣ Implementation of asbestos control and maintenance procedures; ▣ The commissioning of licensed contractors to carry out asbestos installation or removal works; and ▣ The Regulations are due to be amended to include a requirement for all site owners and operators to maintain a Register of asbestos containing materials.
Control of Substances Hazardous to Health (COSHH) Regulations 2002 (and amended 2003, 2004)	The COSHH regulations provide a legal framework for controlling people's exposure to all 'very toxic, toxic, harmful, corrosive or irritant' substances and apply to all places of work. There are various requirements including an assessment of the risk to the health of employees arising from their work and what precautions are needed, introduction of appropriate measures to prevent or control the risk, use of control measures and maintenance of equipment.
Waste	
Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991	This legislation provides powers to control fly-tipping and prevents the unlicensed transport of waste materials. All carriers of controlled waste including the producers of building waste, are required to be registered with the Environment Agency. Controlled waste is defined as household, industrial or commercial waste other than agricultural, mineral/ quarrying or explosive wastes. This registration must be renewed every 3 years.
The Environmental Permitting (England and Wales) Regulations 2010	The Regulations consolidate the Pollution Prevention and Control and waste Management Licencing regulations to provide a more streamlined approach to environmental regulations, by allowing for a number of different activities to be regulated under one permit by the Environment Agency.
Hazardous Waste (England and Wales) Regulations 2005	The Regulations ensure the sound management, storage and safe disposal of hazardous wastes, to prevent environmental pollution and harm to human health. 'Hazardous' waste applies to wastes which contain any substance which: <ul style="list-style-type: none"> ▣ is listed a hazardous waste in the List of Waste Regulations 2005 (see below); ▣ is exceptionally classified as hazardous by the Secretary of State or any of the National Executives; or ▣ is declared hazardous by virtue of any regulations under section 62 of the Environmental Protection Act (EPA) 1990. All hazardous waste movements require pre-notification to the Environment Agency prior to any hazardous waste being produced (where possible). Producers are required to know and document the quantity, nature, origin and final destination of the Hazardous Waste and to certify that the waste carrier is registered under the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991. Copies of the completed consignment notes must be retained for at least 3 years by all those in the waste chain.

Environmental Legislation	Summary of Relevance to the Site
List of Waste (England) Regulations 2005	<p>The List of Waste Regulations categorises wastes as hazardous, and provides a coding system of waste and hazardous waste.</p> <p>Under the List of Waste Regulations, a set of criteria are provided to determine whether or not a waste is classified as hazardous, e.g. if it has a flash point lower than 55°C.</p>
Environmental Protection (Duty of Care) Regulations 1991	<p>A legal duty of care is imposed on anyone – from producers, to carriers and disposers of waste, to ensure that:</p> <ul style="list-style-type: none"> ■ Waste is not illegally disposed of or dealt with without a licence or in breach of a licence or in any way that causes pollution or harm; ■ Waste is transferred only to an 'authorised person', i.e. a local authority, registered carrier or a licensed disposer; and ■ When waste is transferred, it is accompanied by a full written description which forms part of a waste transfer note (or consignment note for hazardous wastes). <p>All persons subject to duty of care are required to ensure that neither they nor any other person commit an offence under the Regulations.</p>
Environmental Protection Act (EPA) 1990: Part 2 – Waste on Land	<p>This Act builds on the system put in place by the Control of Pollution Act with stricter licensing controls and other provisions aimed at ensuring waste handling, disposal and recovery operations do not harm the environment. It reorganised Local Authority responsibilities for waste management, introduced a duty of care for producers and handlers of waste and described the offences of unauthorised storage, treatment and disposal of waste.</p>
Environmental Protection Act (EPA) 1990: Part 2a	<p>The section of the EPA created by the Environment Act 1995 setting out the legislative framework for identifying and dealing with contaminated land.</p>
Environment Act 1995	<p>Inserted Part '2a' to the EPA 1990 giving powers and responsibilities to Local Authorities regarding contaminated land.</p>
Discharges to Water / Land	
Anti-Pollution Works Regulations 1999	<p>Aimed at ensuring that site owners pay for the prevention and remediation of pollution arising from their activities. Notices can be served by the Environment Agency directing a site owner to carry out anti-pollution works where any poisonous, noxious or polluting matter is likely to enter, or to be, or to have been present in any controlled waters.</p>
Water Industry Act 1991	<p>The Act prohibits certain discharges to sewers including:</p> <ul style="list-style-type: none"> ■ Any matter likely to injure the sewer or interfere with the free flow of its contents or to affect the treatment, disposal of its contents; ■ Liquid waste or steam at a temperature higher than 110°F or any other chemical waste which is dangerous, a nuisance or prejudicial to health; ■ Any petroleum spirit; and ■ Calcium carbide. <p>Trade effluents may be discharged into public sewers only with the consent, or by agreement with, the sewerage undertaker (i.e. local water company). The consent may stipulate conditions relating to:</p> <ul style="list-style-type: none"> ■ Nature or composition of the effluent; ■ Maximum daily volume allowed; ■ Maximum daily rate of flow; and ■ Sewer into which the effluent is discharged.
Water Resources Act 1991	<p>The Act requires water abstractions to be licensed, and certain discharges into controlled waters to be subject to Environment Agency consent.</p> <p>It is an offence under the Act 'to cause or knowingly permit':</p> <ul style="list-style-type: none"> ■ Poisonous, noxious or polluting matter, or any solid waste matter, to enter controlled waters

Environmental Legislation	Summary of Relevance to the Site
	<ul style="list-style-type: none"> ❑ Matter, other than trade or sewage effluent, to be discharged from a sewer in contravention of a relevant prohibition; ❑ Trade or sewage effluent to be discharged into controlled waters or through a pipe into the sea (beyond the controlled waters) ❑ Trade or sewage effluent to be discharged onto land or into a lake or pond in contravention of a relevant prohibition or; ❑ Any matter to enter inland waters so as to cause or aggravate pollution by impeding flow. <p>Pollution from individual discharges into water is controlled by a system of discharge consents which set legal limits on the type, concentration and total volume of discharge which can be released.</p>
Water Act 2003	<p>The Water Act replaces parts of the Water Resources Act 1991, and will be fully implemented by 2012. The Water Act introduces a new abstraction licence system which reduces the number of licences and encourages the development of Catchment Abstraction Management Strategies (CAMS).</p>
Groundwater Regulations 1998	<p>The Regulations transpose the requirements of the Groundwater Directive into UK legislation. The Regulations aim to prevent and limit the pollution of groundwater by certain listed substances or groups of substances. The listed substances are the same as those in the Groundwater Directive. The Regulations aim to prevent entry of List I substances into groundwater and prevent groundwater pollution by List II substances.</p> <p>The direct or indirect discharge of List I or II substances must be subject to prior investigation and authorisation. The Regulations also allow notices to be served to control activities which might lead to an indirect discharge of List I substances or groundwater pollution by an indirect discharge of substances in List II.</p>
Control of Pollution (Oil Storage) (England) Regulations 2001	<p>These Regulations require a person having custody or control of oil to carry out certain works and to take certain precautions and other steps for preventing pollution of any waters which are controlled waters for the purposes of Part III of the Water Resources Act 1991.</p> <p>The Regulations impose general requirements in relation to the storage of oil and the types of container used. Where the Environment Agency considers that there is a significant risk of pollution of controlled waters from the oil in question it has the power to serve a notice on the person having custody or control to minimise the risk.</p>
Contaminated Land (England) Regulations 2000 (as amended 2006)	<p>Local Authorities have a duty to inspect land, to identify contamination and to decide whether any such land should be designated a 'special site'. Public registers of contaminated land and special sites are kept by the local authority and the Environment Agency. Following designation of land as contaminated or a special site, the enforcing authority can serve a remediation notice on the appropriate person(s) specifying what needs to be done and the period within which remedial work should be completed. The appropriate person will be the person(s) who caused or permitted the contamination of the land. If this person cannot be identified then responsibility falls to the current occupier or owner of the land.</p>
Building Regulations 1991 (as amended 2002)	<p>The Regulations impose requirements upon people carrying out certain building operations, including new buildings, building extensions and a material change of use of land or a building. Building work must comply with schedule 1 of the Regulations which include minimum standards for various aspects including site preparation, toxic substances, drainage etc.</p>
Emissions to Air / Noise	
Control of Pollution Act (COPA) 1974 (Sections 60, 61)	<p>Section 60 of COPA gives powers to the Local Authority to control noise and vibration from construction sites. The basis of the COPA legislation is that Best Practical Means should be used to control noise and vibration pollution.</p> <p>Control is by service of an abatement notice (under S60) on the person responsible for the noise requiring specific controls to minimise noise and vibration. The notice may specify types of plant and machinery, hours of work, boundary noise levels, etc.</p>

Environmental Legislation	Summary of Relevance to the Site
	Section 61 provides for the Contractor to apply to the Local Authority for consent before works commence. This protects the contractor from action by the local authority under S60, but not from individual residents' complaints.
Clean Air Act 1993	The Act prohibits, subject to certain conditions, the emission of dark and black smoke from chimneys serving boilers and other industrial plant. The Local Authority is empowered to undertake an examination of a plant likely to be causing air pollution, taking into account the possible relevance of statutory exemptions.
Noise and Statutory Nuisance Act 1993	This Act amends the Environmental Protection Act (EPA) 1990 to make noise emitted from vehicles, machinery or equipment in the street a statutory nuisance. It gives the Local Authority powers to serve an abatement notice on the person responsible.
Noise Act 1996	Introduces a new procedure for Local Authorities to seize noisy equipment, in relation to statutory nuisance offences under the EPA 1990.
Control of Noise at Work Regulations 2005	Requires that all employers must conduct an assessment of the exposure and therefore of the risk of their employees to noise where they have reason to believe that any of the specified action levels for various noise exposures is or could be exceeded.
Construction Plant and Equipment (Harmonisation of Noise Emission Standards) Regulations 1985 (as amended)	Provides for examination and certification of construction plant that comply with noise emission standards. The Regulations require that plant is certified by approved bodies. Various types of plant manufactured after the dates of the regulations are to meet noise emission standards and are certified as such.
Environmental Protection Act (EPA) 1990: Part 3 – Statutory Nuisance (section 80)	When a complaint of statutory nuisance is made to the Local Authority by a person living in its area, the Authority has to take steps to investigate the nuisance. Statutory nuisances include any premises maintained in such a state to be prejudicial to health or a nuisance; any dust, steam, smell or other effluvia arising on industrial, trade or business premises and being prejudicial to health or a nuisance. Noise emitted from premises so as to be prejudicial to health or a nuisance.
Vehicles	
Road Vehicles (Construction and Use) Regulations 1986 (as amended)	It is an offence to use a vehicle if it is emitting 'smoke, visible vapour, grit, sparks, cinders or oily substances' in such a way as is likely to cause 'damage to any property or injury to any person'. It is an offence to use a vehicle in such a way as to cause excessive noise.
Road Traffic (Vehicle Emissions) (Fixed Penalty) Regulations 1997 (as amended 2002)	<p>These Regulations give powers to Local Authorities to enforce vehicle emission standards at the roadside as part of the implementation of the national air quality strategy.</p> <p>Under the Regulations, Local Authorities may issue fixed penalty notices to users of vehicles that do not comply with emissions standards set in the Road Vehicles (Construction and Use) Regulations 1986 as amended. Appropriately trained Local Authority officers can test emissions from vehicles with the help of a uniformed police officer to stop the vehicle. The Local Authority officer may also issue a fixed penalty notice to drivers who leave their engines running unnecessarily.</p>

SCHEDULE 6
TRAVEL PLAN

Planning Application Submission – February 2014

Framework Residential Travel Plan

Consultant: Mayer Brown

Latchmere House – Scheme 1



**LATCHMERE HOUSE – SCHEME 1
CHURCH ROAD, HAM**

Framework Residential Travel Plan

February 2014

Project Code:	BHLatchmere.1
Prepared by:	JOHN GILBY
Position:	Senior Consultant
Approved by:	AJP
Issue Date:	5 th February 2014
Status:	FINAL

**Framework Residential Travel Plan
Latchmere House, Ham**

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1.0 INTRODUCTION

- 1.1 This Travel Plan has been prepared on behalf of Berkley for a residential development at Latchmere House, Church Road, Ham.
- 1.2 The aim of this plan is to encourage non-car travel and reduce the impact of vehicle based travel, particularly the private car.
- 1.3 Before the occupation of the site, the residential management company will appoint a Travel Co-ordinator who will be responsible for the implementation and monitoring of the Residential Travel Plan.
- 1.4 The residential development has yet to be constructed, therefore this framework Travel Plan contains blank spaces to be completed as and when the information becomes available.
- 1.5 Once all the relevant data has been provided, the final Travel Plan has been designed to be updated on a regular basis to ensure it remains relevant to the site.
- 1.6 The remainder of this report is divided into nine sections. Section 2 identifies the Travel Plan Co-ordinator and outlines their responsibilities. Section 3 describes the site location and accessibility, while Section 4 identifies applicable transport policy. Section 5 identifies the existing travel patterns to and from the site based on national census data. Section 6 details the Travel Plan objectives and targets to promote sustainable modes of transport. Section 7 outlines the measures to be undertaken to encourage a modal shift and Section 8 outlines the monitoring of the Travel Plan. Section 9 provides a summary.

2.0 TRAVEL PLAN IMPLEMENTATION

2.1 The Travel Plan Co-ordinator appointed to implement and monitor the residential Travel Plan is outlined below:

Name:

Position:

Co-ordinator on behalf of

Company:

Address:

.....

.....

.....

.....

Tel:

E-mail:

2.2 The role of the Travel Plan Co-ordinator is to lead the delivery of the Travel Plan; responsible for promoting and implementing the measures set out below and for the on-going monitoring of the plan.

2.3 The Travel Plan Co-ordinator is responsible for the following:

- making all residents aware of the Travel Plan
- collecting, displaying and maintaining car share information
- providing information on bus and rail timetables
- providing information on cycle and walking routes
- encouraging initiatives that may reinforce the Travel Plan measures

-
- 2.4** The Travel Plan Co-ordinator will monitor and record the operation of the Travel Plan initiatives through annual surveys of site users. The aims of the survey are to:
- monitor the use of public transport working closely with local public transport operators
 - monitor the use of car sharing
 - record comments from residents and consider the need for potential amendments to the Travel Plan
 - look to discover new opportunities and measures to promote sustainable transport choices
- 2.5** These regular reviews identify the potential for changes or refinements to the Travel Plan. The Plan should thus not be viewed as being final but as an evolving set of measures.
- 2.6** Annually for the first five years following first occupation of the development, the Travel Plan coordinator will submit a monitoring report to the London Borough of Richmond upon Thames (LBRuT) and the Royal Borough of Kingston upon Thames (RBKuT) analysing the effectiveness of the measures implemented as part of the Travel Plan. This will be based on the results of the annual surveys detailed above.

3.0 SITE DESCRIPTION AND ACCESSIBILITY

Site Description

- 3.1 The site is located on Church Road in Ham, approximately 4.3km to the south of Richmond town centre and 2.9km to the north of Kingston town centre, in a residential area adjacent to Richmond Park and Ham Common. The site was previously in use as a remand centre with a C2A use class.
- 3.2 The site covers an area of approximately 3.6ha and includes Latchmere House, a 19th century residential property, which is located on the northern part of the site and has been designated as a Building of Townscape Merit.
- 3.3 Residential dwellings border the site to the south, east and west, consisting mainly of 1930's/post-war semi-detached or terraced houses.
- 3.4 Access to the site is gained from the existing access on Church Road, adjacent to the junction with Latchmere Road to the east, which also serves Latchmere Close and Bainbridge Close.
- 3.5 The site is roughly "L" shaped and is bordered by Church Road, Latchmere Lane and Latchmere Close. The highway layout surrounding the site is as follows:
- Church Road borders the north of the site and runs in an east-west alignment. Church Road is semi-rural in nature with limited pedestrian facilities and a 30mph speed limit.



Photo 3.1: Church Road Looking East and West from Site Access

- Latchmere Lane is residential nature, with regular street lighting and footways. Latchmere Lane has a 20mph speed limit and a priority give-way feature for southbound vehicles at the junction with Church Road.

- The site access serves the site, Latchmere Close and Bainbridge Close. This is privately owned and not public highway with no through-route for traffic.
- 3.6 There is an existing pedestrian access route into the site from the south via Anne Boleyn Walk and Latchmere Close.
- 3.7 There are numerous shops and services located approximately 300m to the south of the site along Tudor Drive including a newsagent, post office, small supermarket, pharmacy, restaurant, dry cleaners and a small GP surgery. These shops and services form the Tudor Drive Local Centre, in close proximity of which is a pub, library and community hall.
- 3.8 There are numerous schools located in the site's local area including Tiffin Girls School (600m to the southwest), Fern Hill Primary Scholl (650m to the south) and Latchmere Junior School, Latchmere Infant School and St Agatha's Catholic Primary School (all located 680m to the southeast).
- 3.9 As mentioned previously, the site is located near to Ham Common and Richmond Park, both of which offer excellent recreational opportunities for local walkers and cyclists.
- 3.10 The local shops, services and recreational facilities outlined above greatly benefit the sustainability of the site and will encourage residents to keep car journeys from the site to a minimum, as well as reduce the volume of long distance trips from the site.

Bus Accessibility

- 3.11 The closest bus stop to the site, The Cardinal, is located approximately 300m to the south of the site on Tudor Drive.
- 3.12 There are 3 other bus stops located within an easy walking distance of the site of 640m (an 8 minute walk assuming an average leisurely walking speed of 80m/min):
- Barnfield Avenue, Tudor Drive – Approx. 600m walk
 - Latchmere Lane, Tudor Drive – Approx. 620m walk
 - Cardinal Av, Cardinal Avenue – Approx. 640m walk

3.13 The bus services available from the above stops have been summarised in the following table:

Bus #	Route	Weekday Peak Frequency		Weekend Peak Frequency	
		AM	PM	Sat	Sun
371	Kingston Hall Road – Eden Street – Cromwell Road Bus Station – Tiffin School / London Road – Norbiton Church – Gordon Road – Audric Close – Alexandra Road – Wyndham Road / Kingston – Latchmere Road / Park Road – Wingfield Road – Latchmere Lane – The Cardinal – Barnfield Avenue – Richmond Road / Dukes Avenue – Dysart Avenue – Lock Road Mariner Gardens – Ashburnham Road – Ham Street – Clifford Road – Petersham / Fox & Duck – The Dysart – American University – Chisholm Road – Park Road – Marchmont Road – Kings Road – St. Matthias Church – The Vineyard – Meadows Hall – Eton Street – Richmond Bus Station – George Street – The Quadrant – Richmond Circus – Sheendale Road – Manor Circus – Manor Road / Sainsburys	7 per hour	7 per hour	6 per hour	5 per hour
K5	Dysart Avenue – Cardinal Avenue – Elm Road, Shortlands Road – Kingston Station – Cromwell Road Bus Station – Fairfield Bus Station – Eden Street – Cromwell Road Bus Station – Tiffin School / London Road – Norbiton Church – Gordon Road – Station Road – Norbiton – Gloucester Road – Archdale Place – California Road – Wellington Crescent – Nelson Road, South Lane – New Malden / The Fountain – St James Ch / Kingston By-Pass – Blakes Lane – Motspur Park Station – West Barnes Level Crossing – Cavendish Avenue – Shannon Corner – Carters Bridge – Bushey Road / Grand Drive – Raynes Park Station – Raynes Park / Junction Tavern – Sydney Road – Lower Downs Road – Wimbledon Chase Station – Nelson Hospital – Wilton Crescent – Morden Station	1 per hour	1 per hour	1 per hour	-

Table 3.1: Accessible Bus Services

3.14 Table 3.1 show that the site is accessible by two frequent bus services that provide routes to various destinations in the local area including Richmond, Kingston, New Malden and Wimbledon.

Rail Accessibility

3.15 The nearest railway station to the site is Kingston Station, located approximately 1.8km to the south of the site. Whilst this is outside of easy walking and cycling distance the station can be accessed by both the 371 and K5 buses accessible from the site.

Pedestrian and Cycle Accessibility

- 3.16** Pedestrian access from the south of the site is achievable from good condition well lit footways along residential roads. No footways are provided along Church Road to the north of the site, although there is not expected to be a demand for pedestrians to travel along this road considering that the local shops, services and bus stops are all located to the south of the site.
- 3.17** Numerous pedestrians crossing islands benefitting from dropped kerbs and tactile paving are located along Tudor Drive and at all arms of the Latchmere Lane/Tudor Drive mini-roundabout to the south of the site.
- 3.18** National Cycle Route 4 (NCR4) is located approximately 450m to the north of the site along Ham Gate Avenue. NCR4 is a long distance cycle route that runs from London to Fishguard via Reading, and in the vicinity of the site NCR4 runs along the Thames, through Ham and on through Richmond Park.
- 3.19** In addition, Richmond Park is popular with cyclists and contains numerous cycle routes and the roads outside the park are generally in good condition, well lit and offer no significant obstacle to cycle use.
- 3.20** Pedestrian and cycle permeability will be provided through the site with new pedestrian/cycle access points on to Latchmere Lane, Garth Road and Anne Boleyn's Walk.

4.0 TRANSPORT POLICY BACKGROUND

4.1 There are a number of transport policies which emphasise the need to provide a Travel Plan for the site.

Royal Borough of Kingston upon Thames Local Policy

4.2 The key planning document for RBKuT is The Royal Borough of Kingston upon Thames Core Strategy (adopted 2012). The relevant transportation policies from this document have been outlined below.

4.3 Policy CS 7 Managing Vehicle Use:

“To manage car use to ensure sustainability, road safety and reduce congestion the Council will:

- *Support and promote the use of car share and car club schemes including expanding the network of on-street car club bays”*

4.4 Policy DM 8 Sustainable Transport for New Development:

“To support and promote the use of sustainable modes of travel to development sites the Council will:

- *require residential developments to develop and implement a robust and effective Travel Plan*
- *prioritise the access needs of pedestrians and cyclists in the design of new developments*
- *require new development to provide facilities on-site for cyclists as appropriate, including showers, lockers and secure, convenient cycle parking, in accordance with minimum standards”*

London Borough of Richmond upon Thames Local Policy

4.5 There are two key policy documents for LBRuT, the Local Development Framework Core Strategy (adopted 2009) and the Development Management Development Plan Document (adopted 2011). The relevant transportation policies from these documents have been outlined below.

4.6 CP5 Sustainable Travel:

“Prioritise the needs of pedestrians and cyclists in the design of new developments. Require car share facilities and car clubs in appropriate new developments...”

-
- 4.7 This Travel Plan provides various incentives to promote the use of sustainable travel modes, promote cycling and walking and car sharing schemes. In addition, the development is accessible by pedestrians and cyclists and has secure cycle parking.

5.0 EXISTING TRAVEL PATTERNS

5.1 This Travel Plan is a package of measures aimed at promoting greener, cleaner travel choices connected to the site and reducing reliance on the private car. It promotes car-sharing and greater use of public transport, encourages walking and cycling, restricts on-site car parking spaces and supports alternative work practices which reduce the need to travel. The objective of this Travel Plan is to effect both a change in attitude to travel and, more practically, to encourage a modal shift in travel to work away from the private car.

5.2 The 2011 National Census survey data has been used to determine the expected travel behaviour of employed residents at the site. Survey data for Method of Travel to Work is based upon a National Census Output for the local area within the vicinity of the site and a table summarising this information can be found below:

Mode of Transport	Persons	%
Work mainly at or from home	11	5.6%
Underground, light rail or tram	14	7.1%
Train	23	11.7%
Bus, minibus or coach	20	10.2%
Motorcycle, scooter or moped	8	4.1%
Driving a car or van	79	40.3%
Passenger in a car or van	6	3.1%
Taxi or Minicab	0	0.0%
Bicycle	15	7.7%
On foot	14	7.1%
Other	6	3.1%
Total	196	100%

Table 5.1: Resident Population Mode of Transport to Work

5.3 It can be seen from the above table that despite the relatively low level nearby public transport, car use is limited and a high level of local residents use public transport for Travel to Work. The Underground use is likely to be associated with District Line services from Richmond Station, with train use divided between Kingston Station and Richmond Station.

6.0 TRAVEL PLAN OBJECTIVES AND TARGETS

6.1 Given the low car use in the area shown in Table 5.1, the Travel Plan's aim is to maintain the existing low use of single occupancy car trips at the site.

6.2 The main sustainable travel objectives for this Travel Plan are to:

- encourage non-car travel for residents
- promote local public transport
- minimise people travelling by car on their own and promote car sharing
- protect our environment from the damaging effects of congestion such as air pollution
- reduce on-street parking
- reduce the need for travel

Modal Shift Targets

6.3 As the site is unoccupied at this time, the travel survey information obtained from the National Census in Table 5.1 has been used to provide a base situation of the likely travel use scenario to be expected at the site. This TPC will conduct an initial travel survey of residents as soon as the site is 75% occupied, the results of which will supersede the data contained in Table 5.1.

6.4 Due to the low car use in the area, the various improvements and initiatives included as part of the development, and the incentives provided in this Travel Plan the initial travel target set is to maintain the low car use modal split at the site over 5 years. The targets set in Year 1 for the modal shift in single car use is thus shown in the table below and these targets will be updated following the initial travel survey results:

Mode of Transport	Existing (%)	Year 1 (%)	Change (+/-)
Work mainly at or from home	9.5%	TBC following survey results	TBC following survey results
Underground, light rail or tram	10.5%		
Train	15.8%		
Bus, minibus or coach	10.6%		
Taxi or minicab	0.4%		
Motorcycle, scooter or moped	2.6%		
Driving a car or van	32.3%	32.3%	0%
Passenger in a car or van	1.4%	TBC following survey results	TBC following survey results
Bicycle	7.9%		
On foot	7.6%		
Other	1.6%		
Total	100%	100%	0%

Table 6.1: Year 1 Anticipated Modal Split for Residents' Travel to Work after First Year

6.5 The total target modal shift from single car use over 5 years is to be shown in the table below:

Mode of Transport	Existing (%)	Year 5 (%)	Change (+/-)
Work mainly at or from home	9.5%	TBC following survey results	TBC following survey results
Underground, light rail or tram	10.5%		
Train	15.8%		
Bus, minibus or coach	10.6%		
Taxi or minicab	0.4%		
Motorcycle, scooter or moped	2.6%	TBC following survey results	TBC following survey results
Driving a car or van	32.3%		
Passenger in a car or van	1.4%		
Bicycle	7.9%		
On foot	7.6%		
Other	1.6%		
Total	100.0	100.0	0%

Table 6.2: Year 5 Anticipated Modal Split for Residents' Travel to Work after First Year

- 6.6 The initiatives and improvements implemented as part of the development proposals and Travel Plan should promote non-car use.
- 6.7 The travel questionnaire survey should be undertaken upon 75% occupation of the site, after one year following first occupation of the site and on an annual basis thereafter. The results from the questionnaire will supersede the National Census information used as the base line data.
- 6.8 The development site will accommodate 73 dwellings. Residents will be made aware of transport issues and choices from their first day of occupancy by the information provided in the Welcome Packs to be provided to each household.
- 6.9 The modal shift targets outlined above are believed to be realistic and achievable. The wide range of initiatives and improvements will encourage some residents to use alternatives to the car. These targets will be reassessed upon completion of the initial travel survey and will be monitored by the Travel Plan Co-ordinator on a regular basis, to review the existing levels of non-single car use and set new modal shift targets annually.

7.0 TRAVEL PLAN MEASURES

7.1 The Travel Plan Coordinator will organise Welcome Packs for the residents that will provide information on the local area and local travel information.

7.2 Details of the measures proposed to encourage a modal shift away from car use have been set out below:

Welcome Pack

7.3 Residents will be provided with a “Welcome Pack” to provide information on local amenities and transport services. This will detail information such as bus services, train services and cycle routes, and local facilities such as shops, doctors, etc. This will provide residents with knowledge of the transport options available, encourage local shopping and therefore also encourage the use of non-car transport. Home working and its benefits could be promoted in the Welcome Pack, as this not only promotes the work/home balance but can also help to cut congestion.

7.4 The Welcome Pack will be an ongoing document to be updated annually for the initial 3 years of the site’s occupation. They could be made available to all residents upon occupancy of the units and information on the Welcome Pack could be made available to sales staff to help promote the Travel Plan.

Car Sharing

7.5 Car sharing is when two or more people share a car and travel together. It allows people to benefit from the convenience of the car, whilst alleviating the associated problems of congestion and pollution.

7.6 The website www.londonliftshare.com provides a database of car sharing opportunities for the London area. Details of the website will be provided within the Welcome Packs for residents.

Car Parking

7.7 Car parking on the site will be provided in accordance with the London Borough of Richmond upon Thames and Royal Borough of Kingston upon Thames parking standards which encourage sustainable transport use.

Public Transport

7.8 Residents of the site will be made aware of local public transport services in the Welcome Pack, with timetable information and a plan illustrating the site in relation to the local bus services. The relative proximity of bus services will help to promote public transport use, which could be a popular mode of travel for both commuter and non-commuter trips.

Walking and Cycling

- 7.9 The site layout has been designed to be conducive to walking and cycling and involves various design details such as traffic calming measures and pedestrian priority facilities.
- 7.10 The scheme is designed to ensure the maximum permeability through the site for pedestrians. This will encourage residents to use non-car modes of transport.
- 7.11 Residents and visitors to the site will be advised on safe and convenient pedestrian routes to the site local cycle routes around the site to encourage further cycle use. This information will be included in the Welcome Pack. Safe, secure and covered cycle parking will be provided.
- 7.12 It is also important that residents and visitors of the development are made aware of the health benefits associated with regular exercise, such as cycling. This will be emphasised in the Welcome Pack.

Timetable

- 7.13 There are a number of essential measures that need to be set prior to occupation to ensure the residential travel plan operates successfully. These measures are set out in the following table:

Measure	Target Date
Submit Final Travel Plan	To be carried out before site occupation
Provision of secure cycle parking	To be carried out before site occupation
Appointment of Travel Plan Co-ordinator	To be carried out before site occupation
Training of on-site team	To be carried out before site occupation
Provide a 'Welcome Pack'	To be carried out on occupation of each dwelling

Table 7.1: Initial Measures Timetable

Measure	Target Date
Undertake Residents Travel Survey	To be carried out upon 75% occupation of site
Set Travel Targets	To be carried out within 3 months of Residents' Survey
Monitor Plan and Undertake Annual Travel Survey	Within 12 months of complete site occupation or previous travel survey

Table 7.2: Ongoing Measures Timetable

8.0 TRAVEL PLAN MONITORING

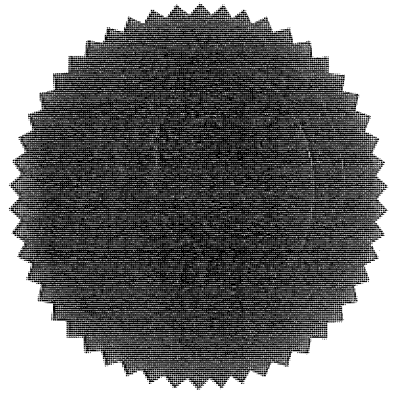
- 8.1** In addition to the implementation and administration of the Travel Plan, the Co-ordinator will also be responsible for its ongoing monitoring.
- 8.2** The Travel Plan Co-ordinator will monitor the operation of the Travel Plan initiatives and carry out a yearly review of the Plan during school term periods. This will allow information to be collected on travel modes to school and travel modes to work when the level of commuter trips is more typical. The review will need to identify the potential for changes or refinements to the plan.
- 8.3** The Travel Plan will be monitored annually using travel questionnaire surveys. The travel questionnaire surveys will ascertain the modes of travel used for journeys to work, local schools and shopping. Information on what would encourage a change in transport use will also be gathered and assessed. The travel surveys will provide information on the traffic generation of the development and provide an accurate assessment of car use.
- 8.4** A report analysing the effectiveness of the measures implemented as part of the Travel Plan and setting out details of any initiatives (if required) to improve the effectiveness of the Travel Plan will be submitted to the Council for each of the 5 years following first occupation of the development.

9.0 SUMMARY

- 9.1 The aim of this residential Travel Plan is to encourage residents to travel to and from the development using sustainable modes of transport, such as walking, cycling and using public transport.
- 9.2 Car parking to the site will be provided in accordance with adopted planning policies, which seek to encourage sustainable transport use.
- 9.3 Safe and secure cycle parking will be provided.
- 9.4 It is considered that the site has reasonably good links to public transport and cycle / pedestrian accessibility. These links will be improved as part of the proposals. The scheme has been designed to be conducive to walking and cycling.
- 9.5 This Travel Plan accords with sustainable transport government policies.
- 9.6 The Travel Plan Co-ordinator will monitor the operation of the Travel Plan initiatives and carry out a yearly review of the Plan during school term periods to provide an accurate assessment.
- 9.7 The Travel Plan will be monitored annually using travel questionnaire surveys and on-site traffic surveys. The travel questionnaire surveys will ascertain the modes of travel used for journeys to work, local schools and shopping. The Travel Plan will be monitored over a period of 5 years
- 9.8 It is considered that the site's accessibility and the various transport improvements and initiatives outlined in this Travel Plan will help to promote non-car modes of transport and maintain relatively low level of car use reported in this area, using national census survey information.

the journey is the reward

The common seal of THE LONDON)
BOROUGH OF RICHMOND UPON)
THAMES was affixed in the presence)
of:



C. W.

Authorised Officer

Seal Reg No. 3827903

Executed as a deed for and on behalf)
of BERKELEY HOMES (CENTRAL)
LONDON) LIMITED acting by:

Director *TEW*

Director/Secretary *Do*