

Original Report Date: 21/11/2022

Your Reference: sample_24

Order Number: DLN DA 02 sample_24

Our Reference: DLN0162

Property: **Flat 38, Apartment Building, 1, Sample Street, London, EC1M**

Risk of Development Taking Place within 75m



SUMMARY

Comment

	Impact	
New Build Risk: YES	Minor	There are development risks in the vicinity of the property address given. The likelihood of these sites being developed is high. Sites 1 and 3 are subject to live planning consents and can be considered high risks of development. Site 2 has been the subject of a historic planning application and can be considered a high risk of development. Please see attached plan for location of the sites.
Live Planning Consent: YES	Slight	
Extension Risk: IDENTIFIED	Slight	
Basement Risk: NO		
View Risk: NO		
Lender Risk: NO		



DevCity will identify any potential development sites that may impact the subject property. It is a two staged report. The first stage is a detailed analysis of the area that surrounds a property. This will reveal any unbuilt nuisance planning consents as well as identifying land that could support development. The second stage is just before exchange where we update the report with any response from the council under the Freedom of Information Act and update on any other planning applications.

This is the second stage report. There has been a new planning application submitted since 21/11/2022 when this report was originally commissioned. The report has now been updated to take this new application into account.





Flat 38, Apartment Building, 1, Sample Street, London, EC1M



Size (acres)	Capacity (houses)	Capacity (Flats)	Floor Space (sqft)	Likely Number of Storeys	Development Potential

Recent Planning History

No relevant planning history.



Local Planning Policy

The land is zoned within the settlement/urban area of London Borough of Islington. Development is presumed acceptable when within the settlement, subject to it conforming to development control policies and standards. It is also zoned as a conservation area, which creates a tighter layer of development control and makes development harder to gain consent upon. This may make development unattractive to a developer. Trees and listed buildings may also be a barrier to development proposals in such areas.

5 Year Housing Supply

The Local Planning Authority are currently able to demonstrate the required 5 year supply of housing land. This means that the council will be able to defend the area against hostile planning applications that are contrary to the Local Plan.

Development Potential of the Subject Property

The subject property has no new build development potential. Householder improvements and extensions may still be permitted.



Legend



Searched Property



Potential Development Sites



Immediate Area

We have examined the Local Planning Authority's Gypsy and Traveller accommodation needs assessment and found no proposed sites within the search radius.

We have studied the Local Planning Authorities Strategic Housing Land Availability Assessment (SHLAA) and, beyond the completed development to the south east, found no sites of concern in the search radius.

If, in the event, that the pubs or hotels in the immediate area were to be closed then residential development would be the most obvious use. The risk of improvements or extensions to the pubs and hotels remains. Partial disposal may still occur.

There will be conversion and refurbishment risks in this location. Adjoining properties are not subject to any current applications for basement extensions or roof top extensions utilising light weight structures. Beyond the immediate neighbours there may be other applications for basement extensions or roof top extensions however any changes would be very unlikely to have any negative impact on the property.



Summary of Identified Development Risks

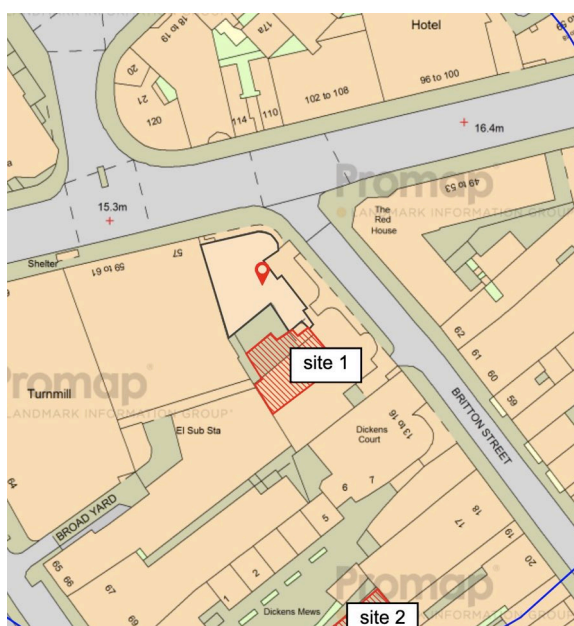
Site	Size (acres)	Capacity (houses)	Capacity (Flats)	Floor Space (Office sqft)	Development Risk	Impact if Developed
1	0.04	extension			High	Slight
2	0.10	mixed	use		High	Minor
3	0.09	mixed	use		High	Minor
4	0.35	8	65	70,000	Low	Minor
5	0.05	extension			High	Minor

The table above provides density guidance for each identified site. The estimates given reflect a sites relevant planning history. Where a site has no relevant planning history the figures given above should be considered indicative. Actual densities may vary.



Site Address: **Flat 2, 1 Britton Street, London, EC1M 5NW**

Development Risk

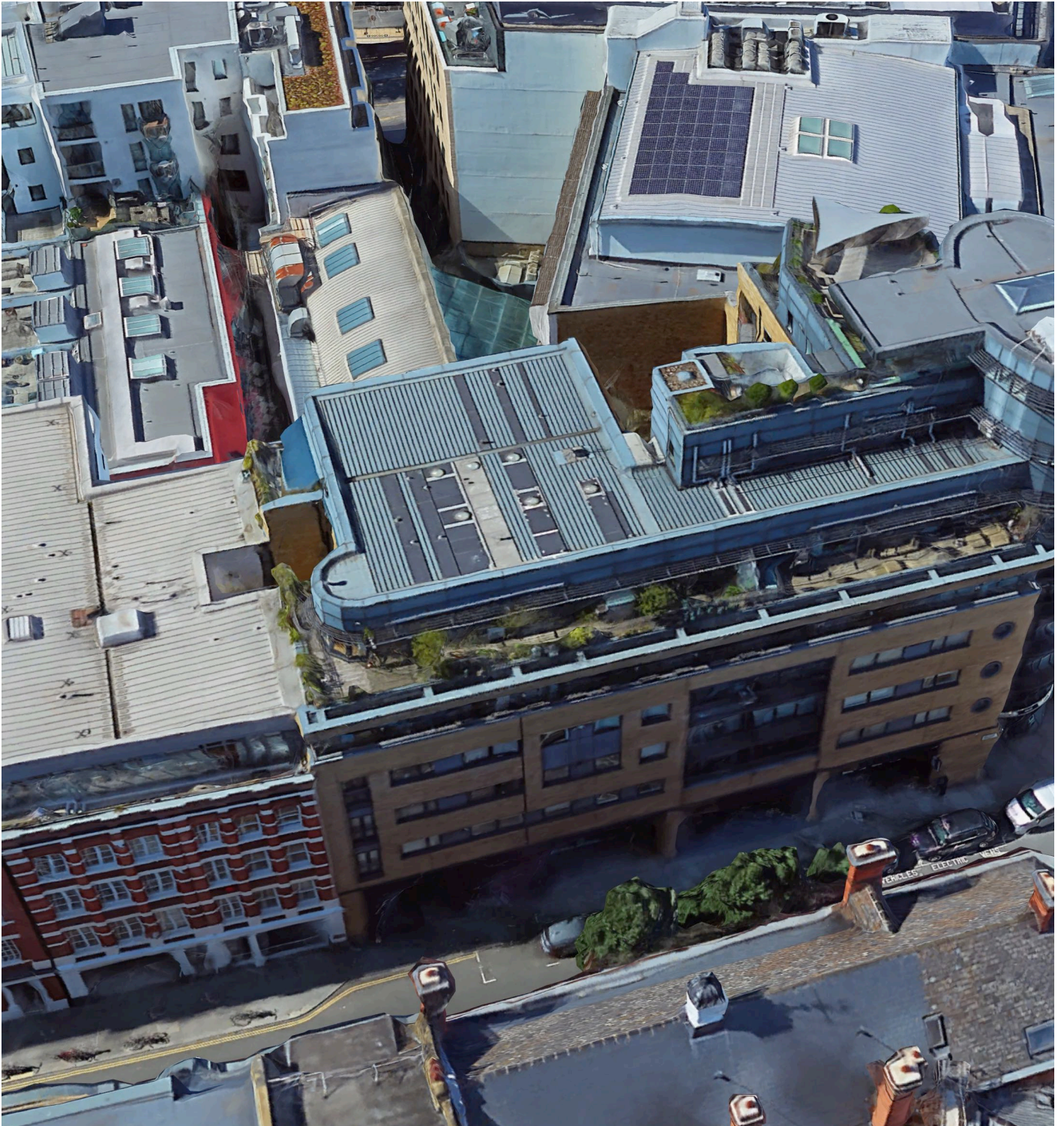


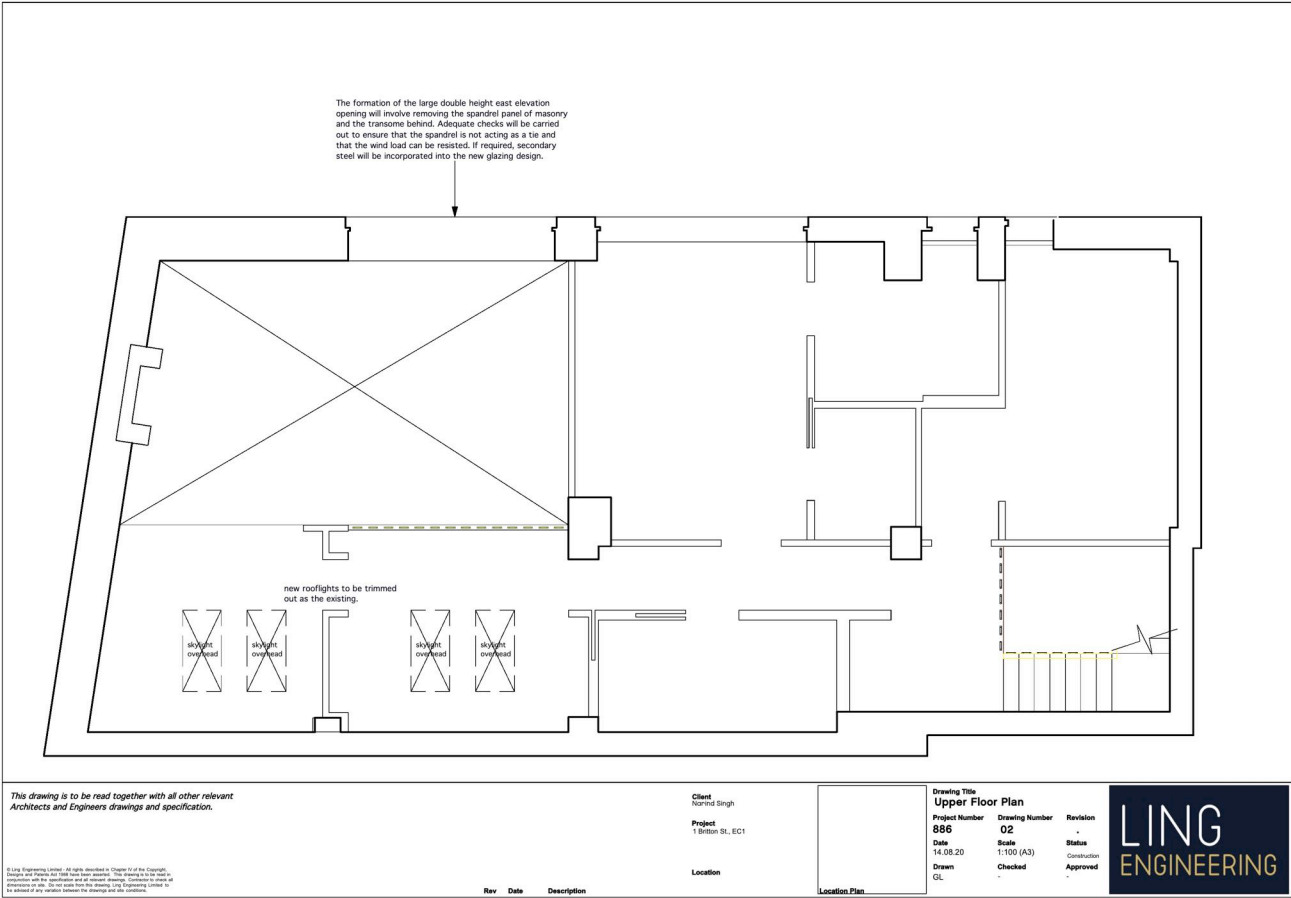
Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
1	0	0.04	extension	2.08		High	Slight

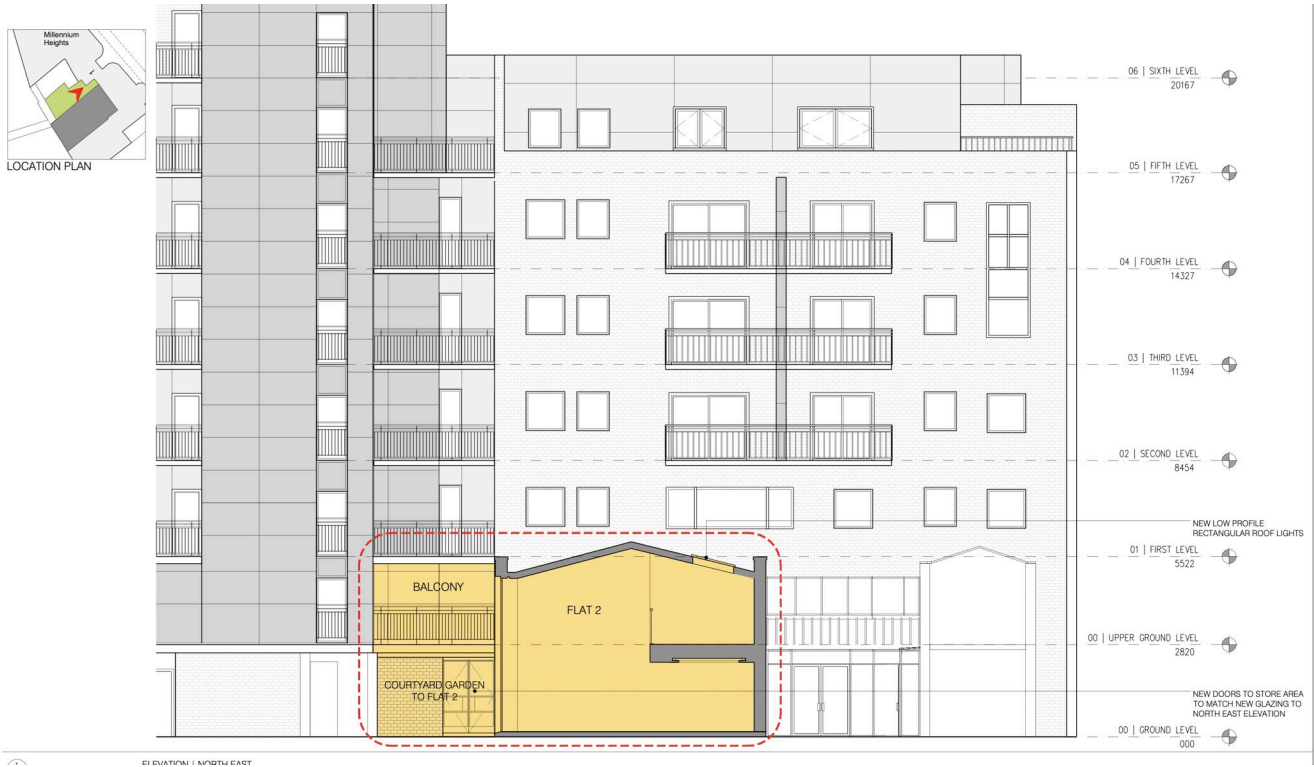
Professional Opinion

Site 1 is a live site. In 2022 planning permission was granted for enlargement/new glazing to the North East elevation, installation of no.2 new roof lights, internal alterations with associated new landscaping under reference number P2021/3733/FUL. Construction may already have begun and if not should be treated as imminent. In our view the site can be considered a high risk of development. If developed the site may have some slight impact on the subject property. Relevant plans of the consented development are attached for your consideration.









**PLANNING DECISION NOTICE****ISLINGTON**

Development Management Service
Planning and Development Division
Community Wealth Building

Case Officer: Yusif Yusifzada

T: 020 7527 2820

E: planning@islington.gov.uk

Issue Date: 14 March 2022

Application No: P2021/3733/FUL

(Please quote in all correspondence)

ak & jones ltd. - Abigail Kendler
23c Wilson Road
Camberwell
LONDON
SE5 8PB

Dear Sir or Madam

TOWN AND COUNTRY PLANNING ACTS**BOROUGH COUNCIL'S DECISION: Approve with conditions**

Notice is hereby given of the above stated decision of Islington Borough Council, the Local Planning Authority, in pursuance of its powers under the above mentioned Acts and Rules, Orders and Regulations made thereunder, relating to the application / development referred to below, at the location indicated, subject to the condition(s) listed and in accordance with the plans submitted, save insofar as may be otherwise required by the condition(s).

Location:	Flat 2, 1 Britton Street, London, EC1M 5NW		
Application Type:	Full Planning Application		
Date of Application:	21 December 2021	Application Received:	21 December 2021
Application Valid:	21 December 2021	Application Target:	15 February 2022

DEVELOPMENT: Enlargement/new glazing to the North East elevation, installation of no.2 new roof lights, internal alterations with associated new landscaping.

PLAN NOS: 1710 - 1000 - PL, 1710 - 1051 - PL, 18-178-801, 1710 - 1251 - PL, 1710 - 1551 - EL, 1710 - 1552 - EL, 18-178-202_RevA, 1710 - 1351 - SE, 1710 - 1352 - SE & Design and Access Statement (21 DECEMBER 2021).

CONDITIONS:

- 1 **3 YEAR CONSENT PERIOD:** The development hereby permitted shall be begun not later than the expiration of three years from the date of this permission.

REASON: To comply with the provisions of Section 91(1) (a) of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 (Chapter 5).

- 2 **DRAWING AND DOCUMENT NUMBERS:** The development hereby approved shall be carried out in accordance with the following approved plans:

1710 - 1000 - PL, 1710 - 1051 - PL, 18-178-801, 1710 - 1251 - PL, 1710 - 1551 - EL, 1710 - 1552 - EL, 18-178-202_RevA, 1710 - 1351 - SE, 1710 - 1352 - SE & Design and Access Statement (21 DECEMBER 2021).



REASON: To comply with Section 70(1) (a) of the Town and Country Act 1990 as amended and the Reason for Grant and for the avoidance of doubt and in the interest of proper planning.

- 3 MATERIALS (COMPLIANCE): The development shall be constructed in accordance with the schedule of materials noted on the approved plans and within the Design and Access Statement. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

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

Your attention is drawn to any **INFORMATIVES** that may be listed below

- 1 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Pollution Team, Islington Council, 222 Upper Street London N1 1XR (Tel. No. 020 7527 3258 or by email pollution@islington.gov.uk) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

Certified that this document contains a true record of a decision of the Council

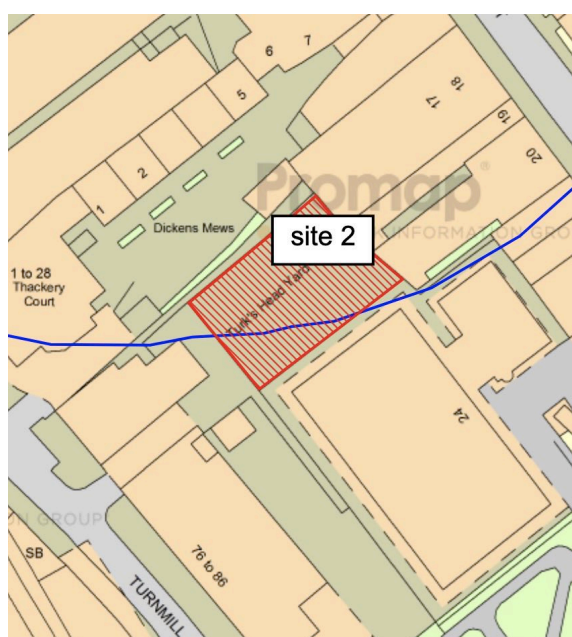
Yours faithfully

KAREN SULLIVAN
SERVICE DIRECTOR - PLANNING AND DEVELOPMENT
AND PROPER OFFICER



Site Address: **Land at Turk's Head Yard, 75A Turnmill Street, London EC1M 5SZ**

Development Risk



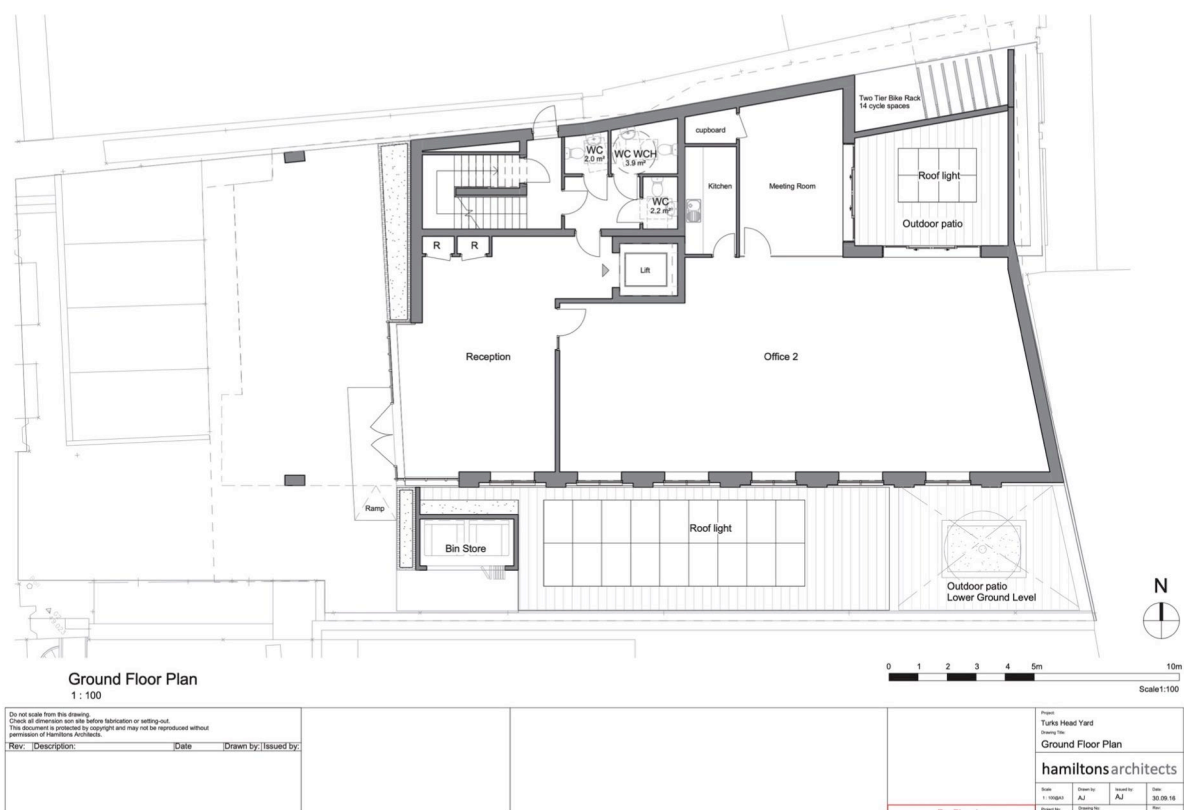
Capacity

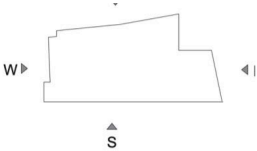
Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
2	58.4	0.10	mixed	use		High	Minor

Site Summary

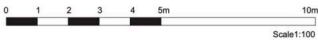
Site 2 is the subject of an unimplemented planning permission that has now expired. In 2018 the site was granted planning permission for the erection of a new three storey office (plus basement) building providing 1,083sqm floorspace, with associated landscaping, servicing and parking under reference number P2016/4298/FUL. In our view the site retains development potential and can be considered a high risk of development. If it was ever granted planning permission the site may have some impact on the subject property. Relevant plans of the expired planning permission are attached for your consideration.







North Elevation
1 : 100



not scale from this drawing.
ack all dimension run site before fabrication or setting-out.
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mission of Hamilton Architects.

Rev:	Description:	Date:	Drawn by:	Issued by:

Project: Turks Head Yard			
Drawing Title: North Elevation			
hamiltonsarchitects			
Date: 20.09.16	Drawn by: AJ	Issued by: AJ	Date: 30.09.16

**PLANNING DECISION NOTICE**

Planning Sense Ltd
61 Cavendish Road
St Albans
AL1 5EF

Development Management Service
Planning and Development Division
Environment & Regeneration Department
PO Box 3333

222 Upper Street
LONDON N1 1YA

Case Officer: Colin Leadbeatter

T: 0207 527 4291

E: planning@islington.gov.uk

Issue Date: 01 October 2018

Application No: P2016/4298/FUL

(Please quote in all correspondence)

Dear Sir or Madam

TOWN AND COUNTRY PLANNING ACTS**BOROUGH COUNCIL'S DECISION: Approve with conditions and legal agreement**

Notice is hereby given of the above stated decision of Islington Borough Council, the Local Planning Authority, in pursuance of its powers under the above mentioned Acts and Rules, Orders and Regulations made thereunder, relating to the application / development referred to below, at the location indicated, subject to the condition(s) listed and in accordance with the plans submitted, save insofar as may be otherwise required by the condition(s).

Location:	Land at Turk's Head Yard, 75a Turnmill Street, London, EC1M 5SY
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Application Type:	Full Planning Application		
Date of Application:	01 November 2016	Application Received:	01 November 2016
Application Valid:	06 December 2016	Application Target:	07 March 2017

DEVELOPMENT:

Erection of new three storey office (plus basement) building providing 1,083sqm B1(a) floorspace, with associated landscaping, servicing and parking.

PLAN NOS:

Design and Access Statement (excluding Proposed Drawings) dated November 2016, Daylight and Sunlight Report dated April 2014, Archaeological Desk-Based Assessment dated March 2013, Draft Site Waste Management Plan, Travel Plan dated October 2016, Environmental Noise Survey and Mechanical Plant Assessment dated 07/09/2016, Transport Statement dated October 2016, HUDU Rapid Health Impact Assessment, Biodiversity Report, Planning and Heritage Statement dated October 2016, Delivery and Servicing Management Plan, 16288A_02_P, 10, A-01-99, A-01-00, 01, 02, 03, A-02-01, 02, A-03-01. 02, 03, 04, Turk's Head Yard Views (updated to show Photovoltaic Panels).

CONDITIONS:

P-DEC-AP1



- 1 3 YEAR CONSENT PERIOD: The development hereby permitted shall be begun not later than the expiration of three years from the date of this permission.

REASON: To comply with the provisions of Section 91(1) (a) of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 (Chapter 5).

- 2 DRAWING AND DOCUMENT NUMBERS: The development hereby approved shall be carried out in accordance with the following approved plans:

Design and Access Statement (excluding Proposed Drawings) dated November 2016, Daylight and Sunlight Report dated April 2014, Archaeological Desk-Based Assessment dated March 2013, Draft Site Waste Management Plan, Travel Plan dated October 2016, Environmental Noise Survey and Mechanical Plant Assessment dated 07/09/2016, Transport Statement dated October 2016, HUDU Rapid Health Impact Assessment, Biodiversity Report, Planning and Heritage Statement dated October 2016, Delivery and Servicing Management Plan, 16288A_02_P, 10, A-01-99, A-01-00, 01, 02, 03, A-02-01, 02, A-03-01, 02, 03, 04, Turk's Head Yard Views (updated to show Photovoltaic Panels).

REASON: To comply with Section 70(1)(a) of the Town and Country Act 1990 as amended and the Reason for Grant and also for the avoidance of doubt and in the interest of proper planning.

- 3 CONDITION: Details and samples of all facing materials shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure work commencing on site. The details and samples shall include:

- a) solid brickwork;
- b) cladding;
- c) window treatment (including sections and reveals);
- d) roofing materials;
- e) balustrading treatment (including sections);

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

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

- 4 CONDITION: No development works shall take place on site unless and until a Construction Method Statement has been submitted to and approved in writing by the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- i. the parking of vehicles of site operatives and visitors
- ii. loading and unloading of plant and materials
- iii. storage of plant and materials used in constructing the development
- iv. measures to control the emission of dust and dirt during construction
- v. a scheme for recycling/disposing of waste resulting from demolition and construction works

The development shall be carried out strictly in accordance with the details so approved and no change from shall take place without the prior written consent of the Local Planning Authority.

REASON: To ensure that the development does not adversely impact on neighbouring residential amenity.



- 5 **CONDITION:** A Sustainable Design and Construction Statement shall be submitted to and approved in writing by the Local Planning Authority. The statement shall detail how the dwellings hereby permitted achieve best practice sustainability standards with regard to water, materials, energy, ecology and adaptation to climate change. The statement must demonstrate how the dwellings will achieve a 19% reduction in Regulated CO2 emissions when compared with a building compliant with Part L of the Building Regulations 2013, and not exceed water use targets of 95L/person/day.

REASON: To ensure a sustainable standard of design interest of addressing climate change and to secure sustainable development.

- 6 **CONDITION:** Details of the dedicated refuse / recycling storage shall be submitted to and approved in writing by the local planning authority prior to the first occupation of the development hereby approved. The approved refuse / recycling stores shall be completed prior to the first occupation of the new flats and shall be maintained as such thereafter.

REASON: To secure the necessary physical waste enclosures to support the development and to ensure that responsible waste management practices are adhered to.

- 7 **CONDITION: GREEN/BROWN BIODIVERSITY ROOFS (DETAILS):** Details of the biodiversity green roofs shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The biodiversity (green/brown) roof(s) shall be:

- a) biodiversity based with extensive substrate base (depth 80-150mm);
- b) planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works (the seed mix shall be focused on wildflower planting, and shall contain no more than a maximum of 25% sedum).

The biodiversity green roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency.

The biodiversity roof(s) shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity.

- 8 **CONDITION:** Notwithstanding the plans hereby approved, there shall be no car parking spaces on the site, and any existing car parking use shall cease upon implementation of this planning permission.

REASON: In the interests of sustainability.



- 9 **CONDITION:** A) No development shall take place until the applicant (or their heirs and successors in title) has secured the implementation of a programme of archaeological evaluation in accordance with a written scheme which has been submitted by the applicant and approved by the local planning authority in writing and a report on that evaluation has been submitted to the local planning authority.

B) If heritage assets of archaeological interest are identified by the evaluation under Part A, then before development commences the applicant (or their heirs and successors in title) shall secured the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing.

C) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part (B).

D) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

REASON: Heritage assets of archaeological interest may survive on the site. The planning authority wishes to secure the provision of appropriate archaeological investigation, including the publication of results, in accordance with Section 12 of the NPPF.

- 10 **CONDITION:** The design and installation of new items of fixed plant shall be such that when operating the cumulative noise level LAeq Tr arising from the proposed plant, measured or predicted at 1m from the facade of the nearest noise sensitive premises, shall be a rating level of at least 5dB(A) below the background noise level LAF90 Tbg. The measurement and/or prediction of the noise should be carried out in accordance with the methodology contained within BS 4142: 1997.

REASON: To protect the residential amenities of the future occupiers.

- 11 **CONDITION:** No works below ground level comprised within the development hereby permitted shall be undertaken at any time when crossrail are undertaking tunnelling or shaft works within 100m of the land on which the development hereby permitted is situated, unless specifically agreed in advance and in writing by crossrail limited.

REASON: To ensure that no works below ground level would affect the construction of Crossrail.

- 12 **CONDITION:** A Construction Environmental Management Plan assessing the environmental impacts (including (but not limited to) noise, air quality including dust, smoke and odour, vibration and TV reception) of the development shall be submitted to and approved in writing by the Local Planning Authority prior to any works commencing on site. The report shall assess impacts during the construction phase of the development on nearby residents and other occupiers together with means of mitigating any identified impacts.

The development shall be carried out strictly in accordance with the details so approved and no change therefrom shall take place without the prior written consent of the Local Planning Authority.

REASON: To protect the residential amenities of the future occupiers.



- 13 **CONDITION:** Prior to the commencement of development the following assessment in response to the NPPF and in accordance with CLR11 and BS10175:2011 shall be submitted to and approved in writing by the Local Planning Authority

a) A land contamination investigation.

Following the agreement to details relating to point a); details of the following works shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site:

b) A programme of any necessary remedial land contamination remediation works arising from the land contamination investigation.

The development shall be carried out strictly in accordance with the investigation and any scheme of remedial works so approved and no change therefrom shall take place without the prior written approval of the Local Planning Authority.

c) Following completion of measures identified in the approved remediation scheme a verification report, that demonstrates the effectiveness of the remediation carried out, must be produced which is subject to the approval in writing of the Local Planning Authority in accordance with part b).

REASON: In the interest of sustainability.

- 14 **CONDITION:** Groundborne noise shall not exceed 35dB LAmax,Slow as measured in the centre of any residential room.

REASON: To safeguard residential amenity.



- 15 **CONDITION:** The following details with regard to Access and Inclusive Design shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site:

a) Public Realm - footway and carriageway design (including levels, gradients and materials); method of delineation between pedestrians, cycles and motorised vehicles; and location and type of street furniture, including seating, bins, signage and lighting where provided.

b) Transport - accessible bicycle storage (Accessible cycle parking spaces shall be served by a route at least 1,500mm in width and the spaces shall be wider than standard cycle parking spaces. Such spaces could be provided at the end of a rack of cycle parking.); and design of designated accessible parking bay, drop-off bays and vehicle waiting / loading areas.

c) Office Accommodation:

- approach and entrance into the building
- all counters and reception desks in accordance with BS8300: 2009 and Inclusive Design SPD
- wheelchair accessible WC and WC/shower provision;
- stair and lift access to upper and lower floor accommodation.
- evacuation lift/means of escape provision

The development shall be carried out strictly in accordance with the details so approved, shall be maintained as such thereafter and no change therefrom shall take place without the prior written consent of the Local Planning Authority.

REASON: In order to facilitate and promote inclusive and sustainable communities, in accordance with policy 7.2 of the London Plan, policy CS9 of the Islington Core Strategy 2011, and policy DM2.2 of Islington's Development Management Policies 2013.

- 16 **CONDITION: CYCLE PARKING PROVISION (DETAILS):** Details of the layout, design and appearance of the bicycle storage spaces shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing onsite. The storage shall be covered, secure and provide for no less than 14 cycle spaces.

The bicycle storage area(s) shall be provided strictly in accordance with the details so approved, provided/erected prior to the first occupation of the development, and maintained as such thereafter.

REASON: To ensure adequate cycle parking is available and easily accessible on site and to promote sustainable modes of transport.



- 17 **CONDITION:** The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground), have been submitted to and approved in writing by the local planning authority which:

- i) provide details on all structures
- ii) accommodate the location of the existing London Underground structures and tunnels
- iii) provide details on the use of tall plant

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

REASON: In order to protect buried London Underground Assets and tunnels.

- 18 **CONDITION:** All windows serving the north elevation of the development hereby approved shall be obscure glazed and fixed shut for the lifetime of the development.

REASON: In order to protect the privacy of nearby residential occupiers.

- 19 **CONDITION:** The development shall achieve a BREEAM Office (2015) rating of no less than 'Excellent' in accordance with the BREEAM pre-assessment submitted.

REASON: In the interest of addressing climate change and to secure sustainable development, in accordance with Development Management Policy DM7.4.

- 20 **CONDITION:** Details of the rainwater and grey water recycling system or where this is not possible a feasibility assessment shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing onsite. The details shall also demonstrate the maximum level of recycled water that can feasibly be provided to the development.

Where approved the rain water / grey water recycling system shall be carried out strictly in accordance with the details so approved, installed and operational prior to the first occupation of the building to which they form part or the first use of the space in which they are contained and shall be maintained as such thereafter.

REASON: To ensure the sustainable use of water.



- 21 **CONDITION:** No development shall take place unless and until a detailed Sustainable Urban Drainage System (SUDS) scheme inclusive of detailed implementation and a maintenance and management plan of the SUDS scheme has been submitted to and approved in writing by the Local Planning Authority. Those details shall include:

- I. a timetable for its implementation, and
- II. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

No building(s) hereby approved shall be occupied unless and until the approved sustainable drainage scheme for the site has been installed/completed strictly in accordance with the approved details.

The scheme shall thereafter be managed and maintained in accordance with the approved details.

REASON: To ensure that sustainable management of water and minimise the potential for surface level flooding.

- 22 **CONDITION:** A dry rising main (in compliance with British Standard BS 9990) shall be fitted within the main stair of the development hereby approved, and maintained as such in perpetuity.

REASON: To ensure the development can be accessed by the Fire Service in the event of an emergency.

Your attention is drawn to any **INFORMATIVES** that may be listed below

- 1 **CAR-FREE DEVELOPMENT:** All new developments are car free. This means that no parking provision will be allowed on site and occupiers will have no ability to obtain car parking permits, except for parking needed to meet the needs of disabled people.
- 2 **FOUNDATIONS:** The foundations of the new buildings must comply with the National House Building Council's Guidance NHBC Standards 2007, part 4.
- 3 **SECTION 106 AGREEMENT:** You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 4 **SUSTAINABLE SOURCING OF MATERIALS:** Materials procured for the development should be selected to be sustainably sourced and otherwise minimise their environmental impact, including through maximisation of recycled content, use of local suppliers and by reference to the BRE's Green Guide Specification.

Certified that this document contains a true record of a decision of the Council

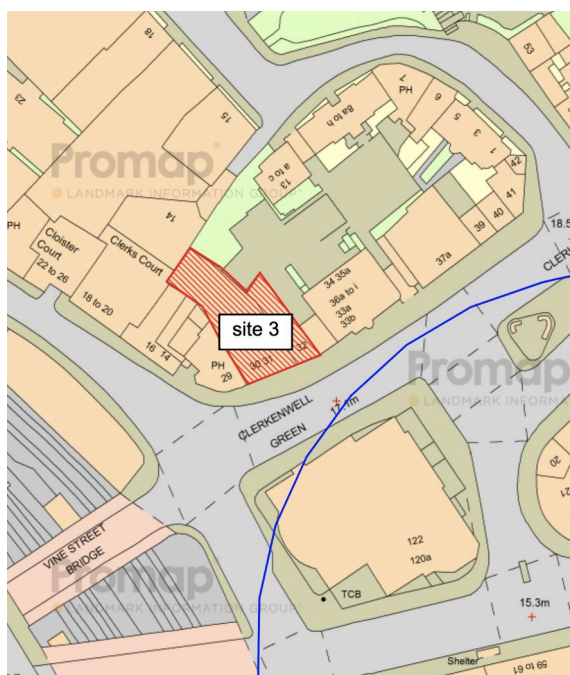
Yours faithfully

KAREN SULLIVAN



Site Address: **30-32 Clerkenwell Green, Islington, London, EC1R 0DU**

Development Risk



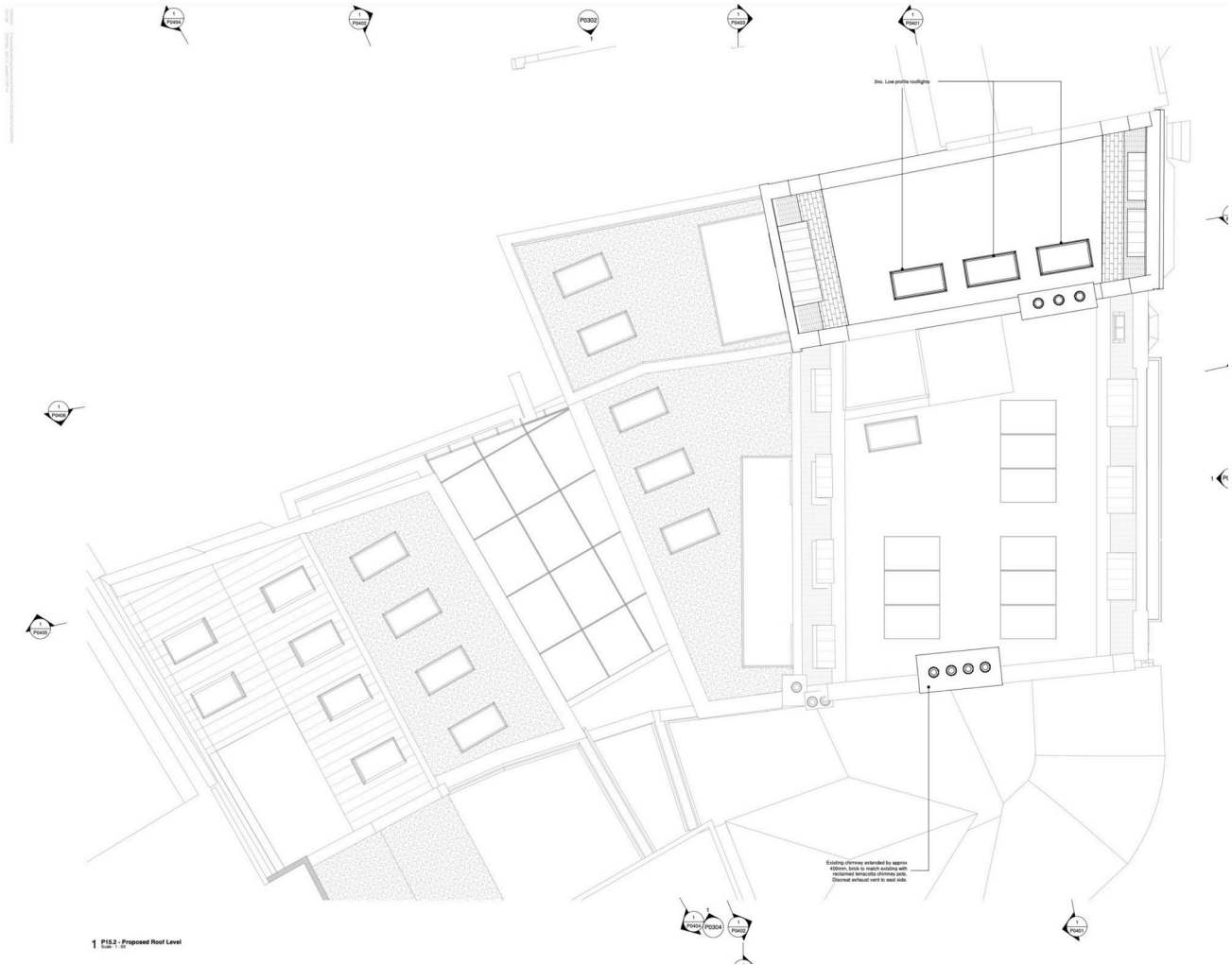
Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
3	84.3	0.09	mixed	use		High	Minor

Professional Opinion

Site 3 is a live site. In 2022 planning permission was granted for the erection of a third floor level rear extension and mansard roof extension to 32 Clerkenwell Green; erection of replacement roof extension and ground and first floor rear extensions to 30-31 Clerkenwell Green; demolition and erection of a replacement rear building to 30-31 Clerkenwell Green; refurbishment of floorspace; repositioning of two residential units ; external refurbishment works including replacement shopfront to 32 Clerkenwell Green, insertion of new green roofs at first and second floor levels and outdoor terraces at second floor level and fourth floor level and associated alterations under reference number P2021/0828/FUL. Construction may already have begun and if not should be treated as imminent. In our view the site can be considered a high risk of development. If developed the site is unlikely to have a significant impact on the subject property. Relevant plans of the consented development are attached for your consideration.









The Planning Inspectorate

Appeal Decision

Site visit made on 14 March 2022

by Graham Chamberlain BA (Hons) MSc MRTPI

an Inspector appointed by the Secretary of State

Decision date: 04 April 2022

Appeal Ref: APP/V5570/W/21/3283574

30-32 Clerkenwell Green, Islington, LONDON, EC1R 0DU

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Redwell Property Ltd against the decision of London Borough of Islington.
 - The application Ref P2021/0828/FUL, dated 12 March 2021, was refused by notice dated 12 May 2021.
 - The development proposed is described as 'extensions to rear and roof of 32 Clerkenwell Green; extensions to rear and roof of 30-31 Clerkenwell Green; replacement of rear building to 30-31 Clerkenwell Green; refurbishment of Class E floorspace; repositioning of two residential units (C3); external refurbishment, replacement shopfront to 32 Clerkenwell Green, new green roof and terraces'.
-

Decision

1. The appeal is allowed and planning permission is granted for extensions to rear and roof of 32 Clerkenwell Green; extensions to rear and roof of 30-31 Clerkenwell Green; replacement of rear building to 30-31 Clerkenwell Green; refurbishment of Class E floorspace; repositioning of two residential units (C3); external refurbishment, replacement shopfront to 32 Clerkenwell Green, new green roof and residential terraces at 30-32 Clerkenwell Green, Islington, London, EC1R 0DU, in accordance with the terms of the application, Ref: P2021/0828/FUL, dated 12 March 2021, and subject to the conditions set out in the attached schedule.

Preliminary Matters

2. Amended drawings have been deposited with the appeal and these propose a handful of changes aimed at addressing concerns raised by the Council. In summary, they are the removal of a terrace originally proposed to serve an office¹, confirmation of acoustic treatment to an internal wall, minor internal alterations to aid movement and the obscuring of proposed side windows. These alterations were submitted at the outset of the appeal process and are minor in scope. I have considered the plans under the principles established by the Courts² and am satisfied that the amendments would not change the proposed development to the extent that interested parties should be directly consulted. Thus, no party would be prejudiced by me accepting and considering the new drawings, which I have done.
3. Since the Council issued its decision a revised version of the National Planning Policy Framework (the 'Framework') has been published. The parties had an

¹ I have updated the description in the decision to confirm that only residential terraces are approved

² *Bernard Wheatcroft Ltd v SSE & Harborough DC* [1982] P&CR 233

opportunity to address this through their submissions. Moreover, the relevant changes in this instance principally relate to paragraph numbering.

Main Issues

4. The main issues in this appeal are:

- Whether the proposal would preserve or enhance the character or appearance of the Clerkenwell Green Conservation Area (CA), including the effect on 30, 31 and 32 Clerkenwell Green, which are locally listed;
- Whether the occupants of the proposed flats would have adequate living conditions, with reference to privacy and any noise and disturbance;
- Whether the proposal would provide adequate and inclusive access; and
- Whether the proposal would prejudice the development potential of neighbouring land.

Reasons

Whether the character or appearance of the CA would be preserved or enhanced

5. The CA has been subject to incremental development over time, with surviving examples of buildings from nine different centuries. It therefore has a rich mix of period properties that act as a repository of bygone lifestyles, urban morphology and previous building techniques and styles. The variety of the townscape, the eclectic mix of land uses and the tight grained and generally small-scale³ urban format also provides interest and character. Accordingly, the significance of the CA, in so far as it relates to this appeal, is primarily found in its historic, evidential, communal, and fortuitous aesthetic value.
6. The appeal site encompasses 30, 31 and 32 Clerkenwell Green (Nos 30-32), which are period buildings arranged over four floors. They form part of a perimeter block and front onto a historic thoroughfare. The architectural language of the two buildings is different, but this is commonplace in the CA given the eclectic composition of the streets. However, there is some similarity and harmony in materials, scale and use of period detailing. The buildings, especially the front elevations, contribute positively to the character, appearance, and significance of the CA and are justifiably on the local list.
7. The public face and quality of Nos 30-32 and the street scene of Clerkenwell Green is markedly different to that found inside the perimeter block. This space is more functional and cluttered due to the presence of visible services and *ad hoc* building elements. The rear elevations of the buildings also lack the intricate and attractive period detailing otherwise evident on the front elevations. The functional space to the rear of Nos 30-32 provides some evidential value of how the CA has evolved, but it lacks aesthetic value. There are very limited public views of the interior of the perimeter block.
8. The relatively small office building directly behind No 30-32, which forms part of the appeal site, is a tired looking structure positioned alongside the rear boundary and against taller and bulkier development. The Council and appellant agree it is of limited interest and I have no reason to disagree. I

³ Generally between two and five storeys

therefore share their view that it could be demolished without harming the character, appearance, and significance of the CA.

9. The building to the rear of No 30-32 would be replaced with a four-storey structure. Although in a backland setting, the proposed building would not appear strident or dominant as it would sit well below the structures to the north-west and at a similar height to Nos 30-32. The building would not be visible from Clerkenwell Green and therefore have little effect on the aesthetic value of the street. When seen from within the perimeter block, the proposal would have the backdrop of an eclectic mix of buildings of differing forms, materials and quality. It would not appear out of place as a result.
10. The visualisation provided by the appellant, the accuracy of which I have no reason to doubt, demonstrates that the building would not be unduly tall relative to those around it. The recessed nature of the upper floor would ensure adequate separation with Nos 30-32, a point aided by the glazed atrium. Moreover, the block like form of the third floor would take inspiration from buildings nearby. Thus, the new building would sit comfortably in its context and therefore preserve the character, appearance, and significance of the CA. I therefore share the findings outlined in the appellant's Heritage Appraisal.
11. The first-floor rear extension proposed to No 30-31 would align with the form and height of that already found to the rear of No 32. This aspect of the proposal is therefore a contextual response and subservient to Nos 30-32. The space between the rear structure and the first-floor extension would be squeezed. But the glazed atrium would provide a sense of space and relief. The position of the boundary wall would also soften the impact. As a result, the first-floor extension would not have a cramped appearance in isolation or when considered cumulatively with the proposed rear building. Even if it did, views would be constrained by surrounding buildings. Furthermore, the space at the centre of the site between the front and rear buildings is generally unattractive and therefore the insertion of a high-quality office, with an attractive atrium, would be an enhancement.
12. The proposed mansard extension to No 32 would follow the width, depth and general proportions of the existing building. Reinstating the chimney would ensure the depth of the mansard is broken up and not appear top heavy. It would also be attractively detailed due to the use of matching brick and terracotta chimney pots. The use of lead clad dormers, slate and matching brick would also provide authenticity to the mansard. Furthermore, it would not appear unduly tall or out of place given the fluctuating height of buildings nearby. In this respect, the mansard would sit lower than the neighbouring building when viewed from Farringdon Road.
13. The minor upward extension of the parapet would be a compromise as would the lift overrun and the window sizes matching those of the lower floors, but these aspects would be balanced by positive elements of the scheme, such as the reinstatement of the historic shop front. The rear aspect of the mansard would have an untypical form, but I have already explained that the rear of the building has been compromised to a large degree by *ad hoc* development and services. Accordingly, the rear element of the mansard would not appear harmful to the architectural quality of No 32 as a whole.
14. The submitted drawings indicate that the upper floor windows at No 32 would be replaced to match the existing. Although justification for removing what

appear to be older windows is not before me, the Council has not raised any concerns. That said, the design of the windows on the proposed drawings do not match the existing windows. Thus, there is an ambiguity. This can however be addressed through a planning condition requiring details of all new windows to be approved. The proposal would retain commercial uses at ground floor in the form of Class E units and a reception. As a result, active frontages at street level would be provided and this aspect of the CA's character preserved.

15. In conclusion, the proposal overall would preserve the character and appearance of the CA. It would not harm the significance of the CA as a designated heritage asset or Nos 30 -32 as discrete non designated heritage assets. The appeal scheme would therefore adhere to Policies D3 and D4 of the London Plan 2021 (LP), Policies CS8 and CS9 of the Islington Core Strategy 2011 (CS), Policy BC7 of the Finsbury Local Plan and Policies DM2.1 and DM2.3 of Islington's Development Management Policies 2013 DMP, supported by the Urban Design Guide 2017 and the Clerkenwell Green Conservation Area Design Guide. The proposal would also adhere to the expectations of Section 72(1) of The Planning (Listed Buildings and Conservation Areas) Act 1990 and being well designed, Paragraphs 130 and 134 of the Framework.

Whether the occupants of the proposed flats would have adequate living conditions

16. The relocated flat at first floor level would have a bedroom divided from an adjoining premises (Unit 2) by a wall. The use of Unit 2 would fall within Class E⁴ of the UCO⁵ and could therefore include commercial, business and service use. Given this relationship, there would be potential for noise from Unit 2 to penetrate through the wall and harmfully affect the living conditions of the occupants of the flat. Loss of sleep would be an impact of particular concern. However, the appellant has indicated that it would be possible to provide acoustic separation between the flat and Unit 2, secured through a planning condition. The Council has not suggested that this would be ineffective. Thus, in the absence of evidence to the contrary, I am satisfied that this matter can be addressed through a suitably worded condition.
17. The proposed flat at second floor level would have a kitchen dining room opening onto a terrace. The terrace would function as the occupant's sole outdoor amenity space. The second floor would also incorporate a commercial unit (Unit 3) that originally was to include an office terrace. The two terraces would have been in close proximity. Accordingly, the use of the office terrace could have resulted in a loss of privacy to the occupants of the flat as well as noise and disturbance from work gatherings.
18. It would have been possible to construct a privacy screen on the office balcony to maintain the privacy of the occupants of the flat. However, this would not have addressed the noise and disturbance. A condition limiting the hours of use of the balcony may have removed activity at the more sensitive evening and night times, but activity would still take place at close range during the day. Nevertheless, the revised drawings show the office terrace removed. This amendment would ensure the occupants of the second floor flat would have adequate privacy when on their terrace and would not suffer from harmful levels of noise and disturbance when in this space either. A condition could be imposed to prevent the use of the flat roof of the first floor as a terrace.

⁴ Commercial, business and service uses

⁵ The Town and Country Planning (Uses Classes) Order 1987 (as amended)

19. In conclusion, the submitted amendments ensure the proposal would provide adequate living conditions for the occupants of the proposed flats. Accordingly, the appeal scheme would adhere to Policy D4 of the LP, Policy CS12 of the CS and Policies DM2.1, DM3.4 and DM3.5 of the DMP, supported by the London Plan's Housing Supplementary Planning Guidance 2016 (SPD), which together seek to secure development that provides a good level of amenity.

Whether the proposal would provide adequate access for future occupants

20. The amended scheme submitted at appeal stage now includes an enlarged accessible toilet and shower room in the ground floor commercial unit. Similarly, the amendments now show that an accessible step free route can be achieved from Unit 1 to the lift. Moreover, the appellant has confirmed that one of the bicycle parking spaces would be a larger accessible Sheffield stand. It would therefore provide a larger and adaptable space as required by Policy T5 of the LP and Policy DM2.2 of the DMP. The Council have not suggested these changes would not go far enough in addressing its concerns regarding the accessibility of the commercial units. In the absence of evidence to the contrary, I am satisfied the commercial units would provide adequate access.
21. The residential units are more problematic, as the kitchens could only be accessed by negotiating stairs and would thus fail to be located at the entrance level. Moreover, the bathrooms would have inward opening doors. As a result, they would not meet the expectation in Policy D5 that proposals should meet the highest standards of accessible design.
22. That said, the appellant has indicated that a planning condition could be imposed requiring inclusive design details in the flats. In doing so, it would be possible to explore an appropriate door, perhaps outward opening or sliding, to the bathrooms to create accessible rooms. The appellant does not intend to address the lack of step free access to the kitchens because it would not be practical to do so within the constraints of the scheme proposed.
23. However, this needs to be considered in the context that there are two existing flats at the appeal site which do not have step free access. The appeal scheme would therefore retain the status quo. Moreover, Paragraph 3.7.6 of the LP recognises the need for flexibility at small sites or when homes are located above shops. It is also of note that the appeal site overall would have much better accessibility with the proposal implemented than if it were not, and moving the dwellings to the ground floor would hamper the ability to provide active frontages at street level.
24. In conclusion, the commercial elements of the proposal would provide adequate accessibility thereby adhering to Policy D5 of the LP and Policies DM2.1 and DM2.2 of the DMP as supported by the Inclusive Design in Islington Supplementary Planning Document. The two flats would not provide step free access contrary to the aims of the development plan. However, in this instance, there are material considerations that suggest this aspect of the proposal should be considered otherwise than in accordance with the development plan.

The effect on the development potential of neighbouring land

25. There is a car park to the east of the appeal site forming the centre of a perimeter block. This land is not allocated for development, and I am not aware of any extant planning permission. As a result, there is no substantive

evidence before me to demonstrate the area has been identified as having development potential. In addition, there is nothing before me, such as details of an extant planning application, to suggest the landowner has development aspirations. It is also clear that developing the site would be very challenging given the high number of windows overlooking the space. Thus, based on the evidence before me the development potential of the car park appears limited.

26. The appeal scheme would incorporate two windows in Unit 4 placed close to the shared boundary with the car park. Given my findings in the preceding paragraph, it is unlikely the adjoining land will come forward for development in the foreseeable future. That said, even if it did, these two office windows would not place any greater constraint on development than other windows nearby. Moreover, as Unit 4 would be commercial space lit by south facing windows, the two east facing windows in question could be obscured in the way indicated on the plans without effecting the quality of the space as a work environment. Accordingly, this amendment would prevent any overlooking of possible future development from occurring and employees in Unit 4 would not be reliant on them for adequate light or outlook.
27. In conclusion, the appeal scheme would not unduly prejudice the short- or long-term development potential of the neighbouring land and therefore a conflict with Policy D3 of the LP and Policy DM2.1 of the DMP would not occur.

Other Matters

28. There are several listed buildings in the vicinity of the appeal site. These include the Grade II* listed Sessions House and Church of St James, the Grade II listed 29 Clerkenwell Green, Marx Memorial Library (no. 37a Clerkenwell Green) and Crown Public House. By repairing and enhancing the principal elevations of No 30-32, the proposal would generally enhance the street scene and local townscape and therefore preserve the setting of these buildings. An appeal at the site was dismissed in 2018⁶, but the proposal before me is markedly different. As a result, there is no inconsistency between the previous decision and my findings. I have considered the proposal on its own merits and in light of the evidence before me in any event.

Conditions

29. I have had regard to the advice in the Planning Practice Guide and the conditions suggested by the Council. It is necessary in the interests of certainty that the development is undertaken in accordance with the approved drawings and documents. In the interests of safeguarding the character and appearance of the area it is necessary to secure details of external finishing materials and the PV panels.
30. To protect as yet unknown archaeology, it is necessary to secure a programme of investigation. To protect living conditions, it is necessary to secure details of sound insulation, structural works and fix plant. For the same reason it is necessary for a construction environment management plan to be prepared, land contamination addressed, certain uses and hours of operation to be restricted and use of the flat roof as a terrace prevented.
31. To maximise inclusive design measures, it is necessary to secure further details. To protect highway safety it is necessary to secure details of servicing

⁶ APP/V5570/W/17/3181747



Appeal Decision APP/V5570/W/21/3283574

and delivery. To promote sustainable transport and biodiversity, it is necessary to secure details of cycle parking and the provision of bird boxes. To ensure the proposal does not hamper the delivery of development on the adjoining site, it is necessary for side windows to be obscured.

32. I have imposed some pre commencement conditions to mitigate impacts arising from, or during, construction. These conditions require resolution prior to commencement of development since the works they relate to are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.

Conclusion

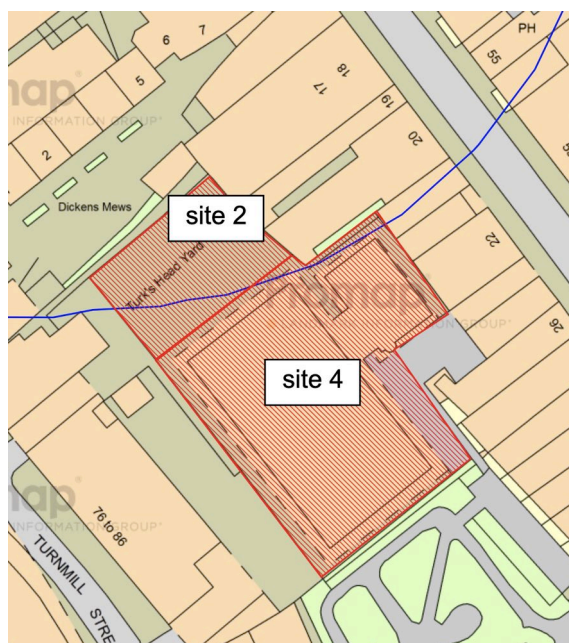
33. When having regard to all matters raised, I conclude that for the reasons given the appeal should be allowed.

Graham Chamberlain
INSPECTOR



Site Address: **24 Britton Street, Islington, London, EC1M 5UA**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
4	73.23	0.35	8	65	70,000	Low	Minor

Professional Opinion

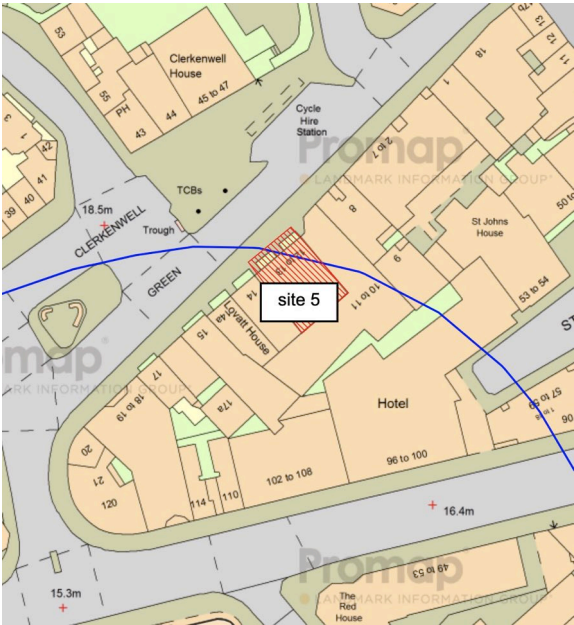
Site 4 has no relevant planning history and can be considered a low risk of development. If developed the site is unlikely to have a significant impact on the subject property. Development of this site would require a number of households to be willing to sell at the same time which is rarely successful. Whilst there can be no denying the potential for development exists it is generally accepted that land assemblies are low risk as so many people are required to participate.





Site Address: 12 - 13, Clerkenwell Green, London, Islington EC1R 0QJ

Development Risk



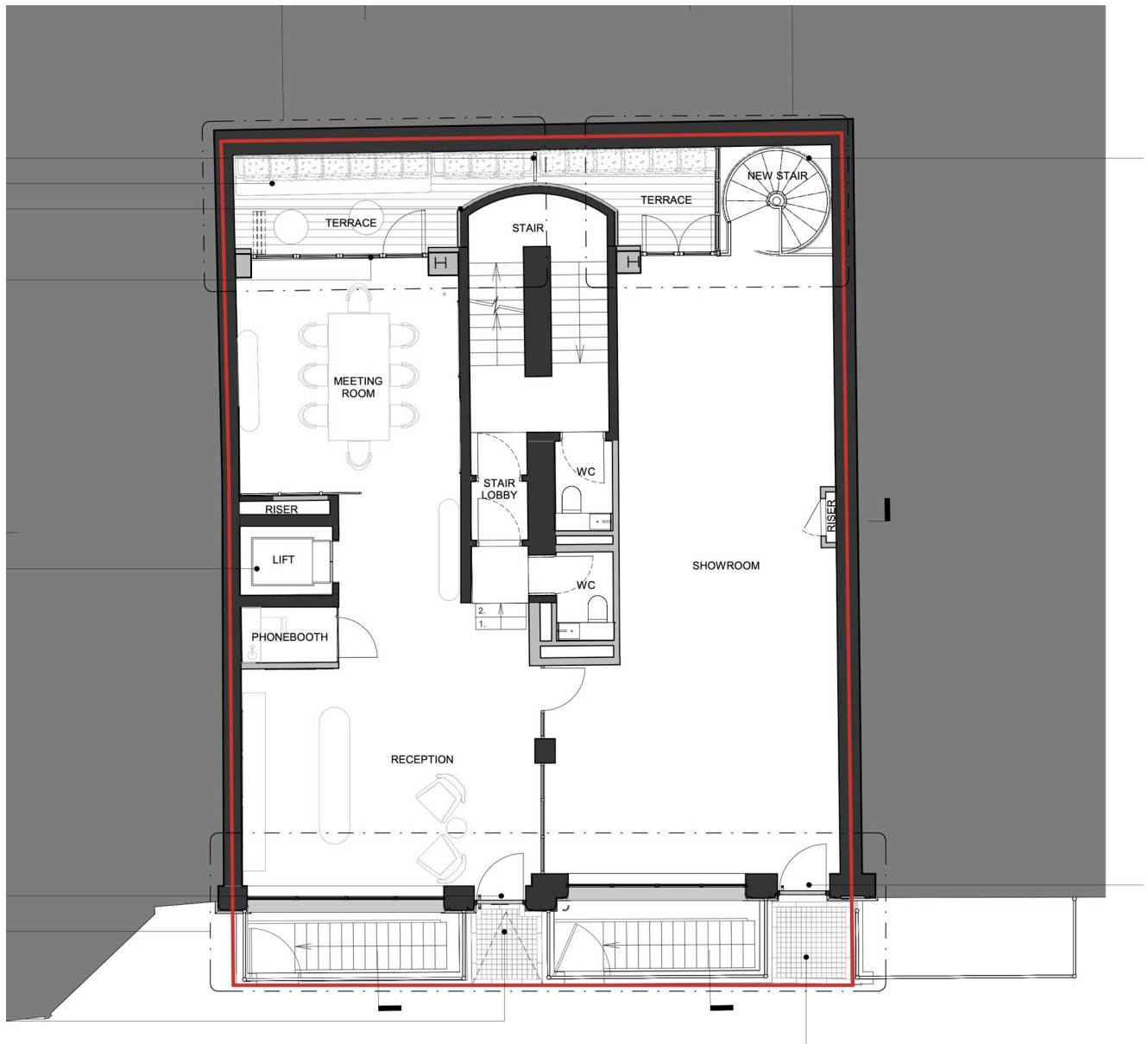
Capacity

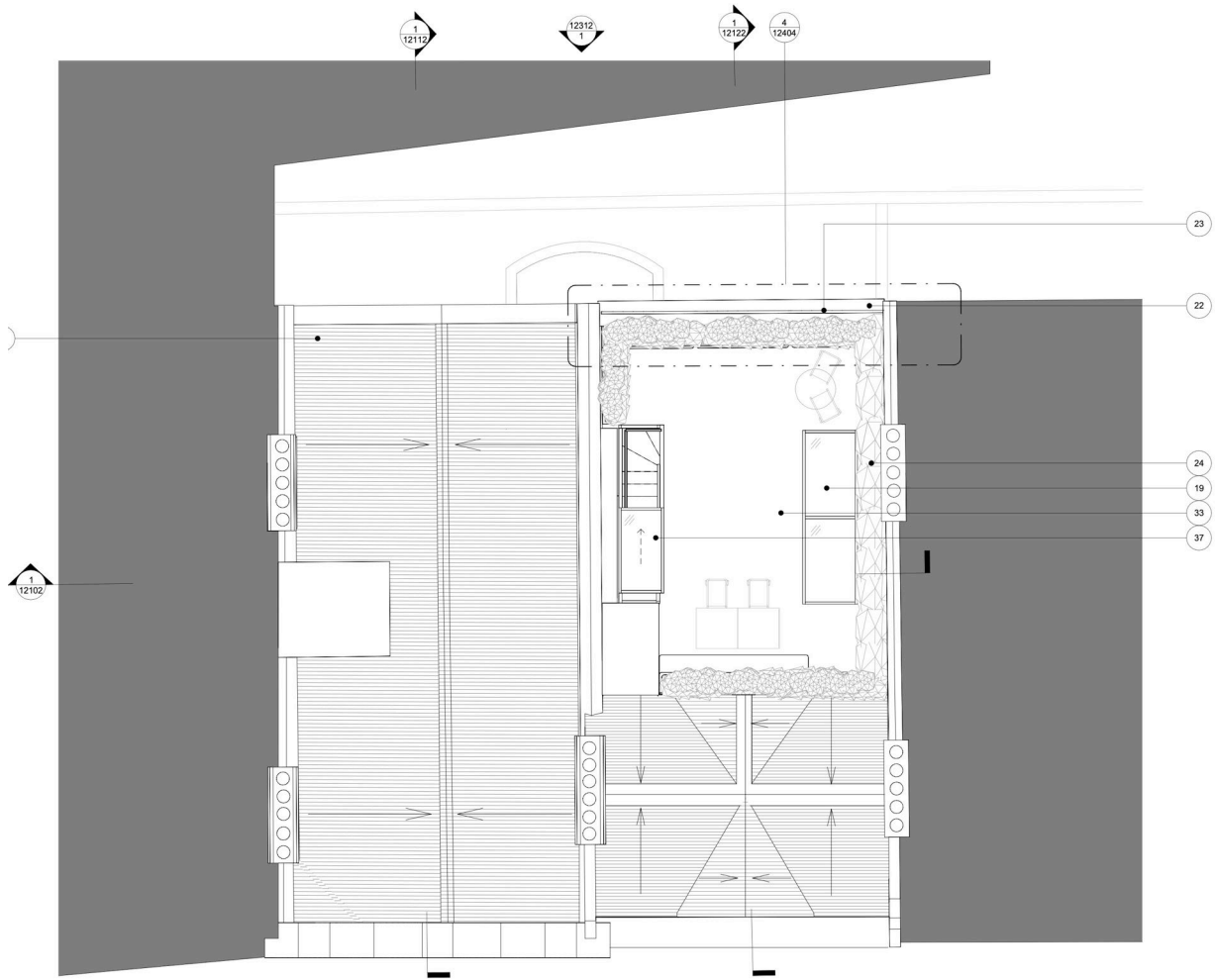
Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
5	68	0.05	extension			High	Minor

Professional Opinion

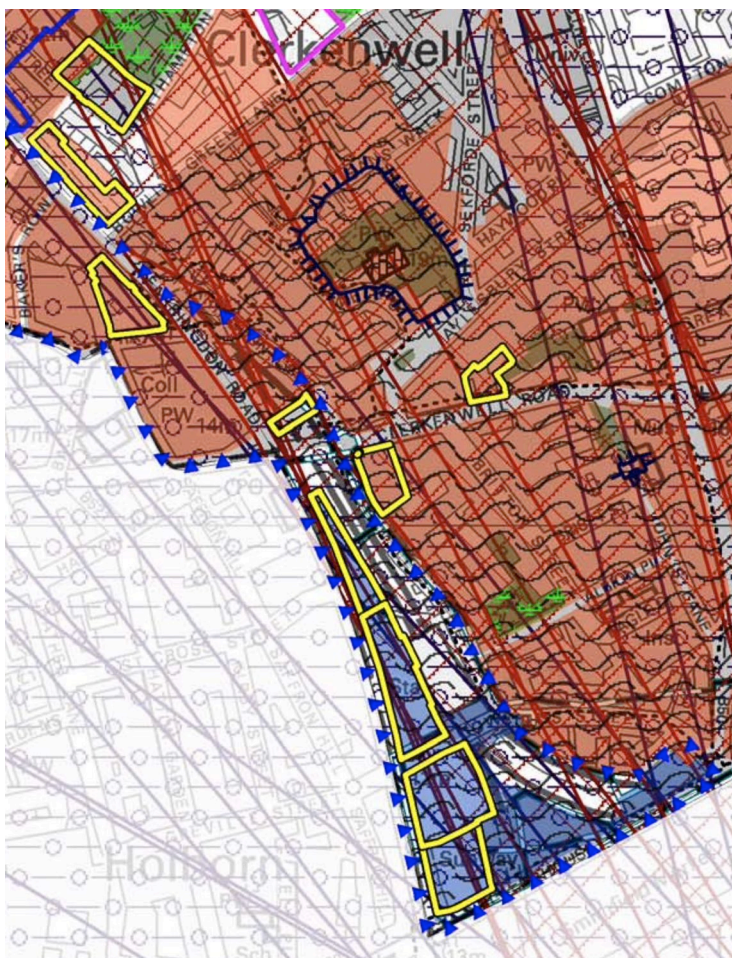
Site 5 is a live site. In 2023 planning permission was granted for the proposed refurbishment of existing building including some internal demolition and additional office space, a new ground floor rear terrace, a new roof terrace, alterations to openings, provision of cycle storage, refuse storage and relocation of plant under reference number P2023/0237/FUL. Construction may already have begun and if not should be treated as imminent. In our view the site can be considered a high risk of development. If developed the site is unlikely to have a significant impact on the subject property.











Retail and Employment

- Town Centres
- Primary Shopping Frontages
- Secondary Shopping Frontages
- Local Shopping Areas
- Employment Priority Area (Offices)
- Employment Priority Area (General)
- Employment Growth Areas
- City Fringe Opportunity Area
- Farrington/Smithfield Intensification Area
- Locally Significant Industrial Site
- Central Activities Zone Boundary

Site Allocations

- Site Allocations
- City University Sites

Open Space and Nature Conservation

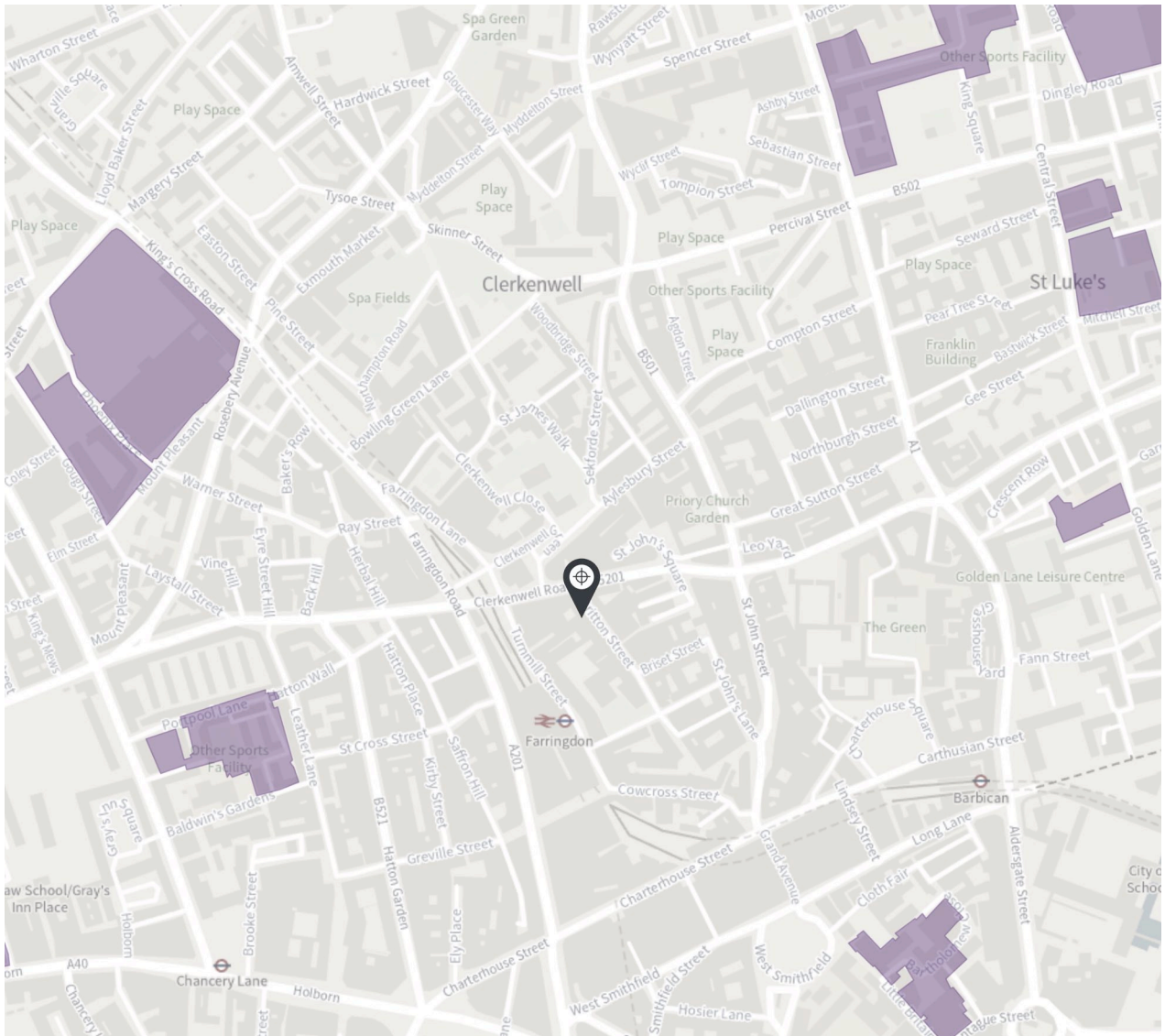
- Adventure Playgrounds
- Open Space
- SINC (Metropolitan)
- SINC (Borough Grade 1)
- SINC (Borough Grade 2)
- SINC (Local)
- Metropolitan Open Land

Transport

- Rail Safeguarding Area
- Cycle Routes

Design and Conservation

- Local Views
- Protected Vistas
- Scheduled Monuments
- Conservation Areas
- Local Landmarks
- Archaeological Priority Areas





We have searched the Councils website for information concerning any potential infrastructure projects close to the subject property. This may include transport projects or imminent road closures.

No relevant information was revealed from this investigation.

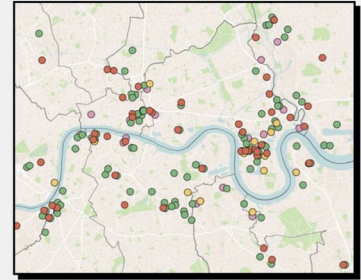
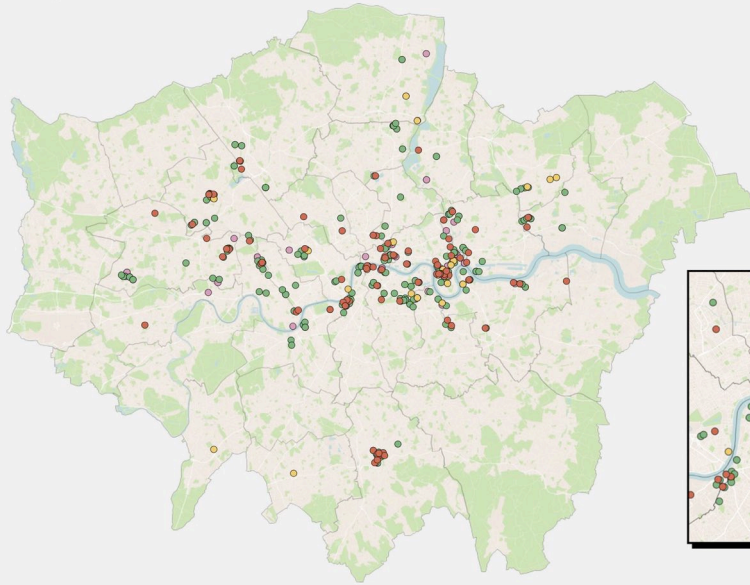




Tall buildings pipeline map

Planning status

- Application
- Full Permission Granted
- Permission - S106 Not Yet Signed
- Under construction



Source: Knight Frank Research,
Molior London





Five-year supply

1.26. Islington's housing target for the five year housing supply is comprised of the London Plan target of 775 units per annum (3,875 units over five years) with an additional 20% buffer brought forward in response to previous under-delivery as required by the Housing Delivery Test, resulting in a total target of 4,650 homes.

1.27. Projections for the five-year supply (2021/22 to 2025/26), shown in Table 5, anticipates development of 5,068 homes, which is 109% of the expanded target (418 homes more than the target) which includes the additional 20% as required by the Housing Delivery Test.

Table 5 – Five-year supply projections (based on updated housing targets in new London Plan)

Housing type	2021/22	2022/23	2023/24	2024/25	2025/26	Five-year supply total (as a % of LP Target)
Conventional net additions	708	725	1,010	1,255	1,284	4,982
Non self-contained net additions (equivalent s/c units)	0	6	0	80	0	86
Total net additions	708	731	1,010	1,335	1,284	5,068
LP Target	775 (930 including 20% buffer)	775 (930 including 20% buffer)	775 (930 including 20% buffer)	775 (930 including 20% buffer)	775 (930 including 20% buffer)	3,875 (4,650 including 20% buffer)



Fiat 38, Millennium Heights, 1, Britton Street, London, EC1M 5NW

Dear Sir Madam

We represent the buyers of the above property shown on the attached plan.

Under the freedom of information Act please can you inform us at your earliest convenience if you are aware of any imminent planning applications, not yet submitted, or changes to the immediate area that could be relevant, or may impact this property. We are aware of all the recorded planning applications and specifically are looking for any potential applications that the council has been pre consulted on.

Thank You



What is DevCity?

DevCity is a unique report that contains information about current and historic planning applications together with a professional opinion about future development opportunities within a 75m radius of a property address, and other local neighbourhood information. It is of particular help in urban areas or where you want to know or are concerned about the risk of any potential future development nearby that could materially affect the enjoyment, view from or value of your intended purchase.

How is the professional opinion reached?

It is reached following an Ordnance Survey desk top search and by using land identification techniques and skills that developers use to identify development opportunities. DevCity is produced by a team of residential property consultants who are all land buyers with extensive experience identifying where developers will want to prospect. They are trained in land assembly and the planning system, which gives them a tremendous insight into what can and can't be developed.

Is this just guesswork?

No. The consultants diagnose where the risk of development exists. Their experience in the house building industry and extensive knowledge of the planning system gives them the skills to assess what land developers will want to buy.

How accurate is this report?

Whilst every care has been taken in the formation of this report the accuracy of it must be taken in the spirit that it has been written. It is a prediction of where development may take place. We cannot guarantee what will or will not occur in the future. As planning policies and density standards change this may remove or create further areas of development that could not have been foreseen at the time this report was commissioned. It has been written in good faith to provide better information to buyers who would not otherwise understand the planning system or where development may take place. We cannot of course know which land owners will sell to developers, or if at all. This report is based on our professional opinion of development opportunities within the vicinity of the property. Please note though that it is a prediction of where development may take place and does not, in any way, guarantee what will or will not occur in the future. Please refer to the 'Useful Information' section for details of other data sources used to produce this report.

Hasn't all the land been developed in urban areas?

No. This is a myth. On average 50-60% of housing land comes from windfall developments within existing urban areas. There are still huge areas of land yet to be developed and, due to a chronic housing shortage, the need to identify land for development is expected to increase further over the next few years. It is inevitable that urban areas will continue to shoulder the vast majority of that burden.

What will this report show that can't be found in a local authority search?

Apart from road and rail information, a local authority search is restricted to past planning and building regulation history of the property itself. DevCity considers current and historic planning applications within the boundaries of the property and in the wider area. It is the only report that also identifies where future development may take place.

What will this report show that can't be found in a planning report?

Whilst a planning report considers current and historic planning information, DevCity is the only report that considers the future, ie, identifies potential opportunities that a developer would also be looking for that do not yet have relevant planning history.

What will not be shown in the report?

The report will not identify large buildings that, due to their condition or scale, may be suitable for conversion or replaced with another structure that is made up of flats or split vertically. It will not identify one for one replacements, extensions or home improvements. The report does not forecast when developments will take place; it identifies where they might.

How likely is it that development will occur that wasn't identified in the report?

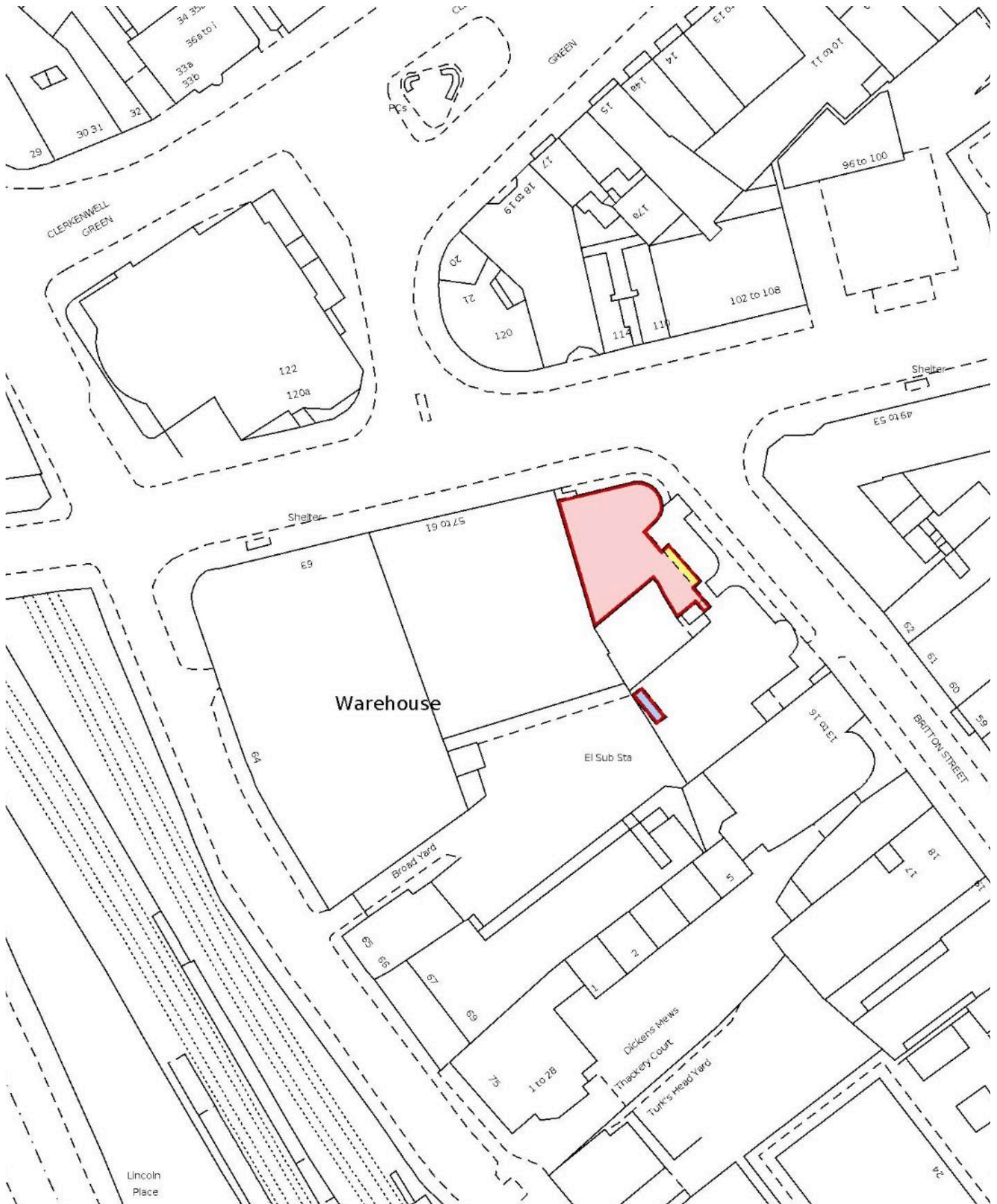
Planning policies do change. When this happens, some areas of development will be opened up that were not previously accessible. Generally this only happens over a 5 year period. As such, a DevCity report is useful for the average stay in a property.

Why don't all planning applications appear on the map?

If there are several planning applications within close proximity of each other, the plan may show these as a single point of reference within a red polygon.

Are there any other benefits in obtaining a DevCity Search?

Yes. It could indicate some hidden value in an intended purchase, although further advice may be required to provide a better understanding of any value that may exist in the property or any covenants it may benefit from.





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 - Members will provide updates to both the Code and Standards as necessary to ensure the reports produced and service remains in line with changes in the industry
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 - A formal written complaints procedure will be documented and published by each Member and provided with the Search or set out on their company website
 - Complaints will be acknowledged within 5 working days of receipt and where possible, responded to in full within 20 working days of receipt
 - You will be advised of any delay in responding to your complaint or the need for additional information or time to consider and respond to your complaint
 - It is a requirement that Members subscribe to The Property Ombudsman (TPO) Scheme for complaint redress more information about which can be found at www.tpos.co.uk

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TPOS Contact Details:

The Property Ombudsman scheme Milford House
43-55 Milford Street
Salisbury, Wiltshire, SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Website: www.tpos.co.uk Email: admin@tpos.co.uk



DEV CITY™

Terms & Conditions

Terms and Conditions for DevAssist products.

1. Definitions

In these Terms the following words shall have the following meanings:

- 1.1 'Client' means the seller, buyer, potential buyer, owner or lender in respect of the Property who is the intended recipient of the Report notified in writing to us.
- 1.2 'Company' means a company registered at Companies House in respect of which DevAssist has been instructed to provide a Service.
- 1.3 'Intellectual Property Rights' means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
- 1.4 'Literature' means DevAssist brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.5 'Order' means the request for Services by You.
- 1.6 'Property' means an address or location for which DevAssist provides a Service.
- 1.7 'Report' means the report prepared by DevAssist in respect of the Property.
- 1.8 'Service(s)' means the supply of services by DevAssist to You including but not limited to property searches, reports and photographs, and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
- 1.9 'Supplier' means any organisation or third party who provides data or information of any form to DevAssist for the purposes of providing the Services.
- 1.10 'Terms' means these terms and conditions of business.
- 1.11 'Website' means our websites located at www.devassist.co.uk
- 1.12 'We', 'Us', 'Our', DevCheck, DevAssess, DevHelp, DevAssist are references to DevAssist Ltd a company incorporated in England and Wales with registered number 07915521 England and whose registered office is situated at 73 Church Rd, Hove, East Sussex, BN3 2BB.
- 1.13 'You' and 'Your' are references to the individual, company, partnership or organisation who accesses the Website or places an Order.
2. Agreement
- 2.1 The agreement between You and DevAssist shall come into existence when DevAssist accepts your completed Order.
- 2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and DevAssist to the exclusion of all other terms and conditions.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by DevAssist You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
3. Services
- 3.1 DevAssist shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties. Where Suppliers require or provide their own conditions for use to which you are required to be a party you agree to enter into the relevant contract with the Supplier.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 In providing search reports and services DevAssist will comply with the Search Code
- 3.5 DevAssist assumes that the value of the property does not exceed £2 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £2 million
- 3.6 In providing search reports and services DevAssist will comply with the Search Code

4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to DevAssist.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.
- 4.3 DevAssist reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, DevAssist may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

5. Cancellation of Services

- 5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing as soon as reasonably practicable after the Order has been submitted. Unless otherwise agreed by Us in writing, You shall remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.

6. Termination

- 6.1 DevAssist may suspend or terminate any agreement with You without any liability to You with immediate effect at any time:
 - (i) You fail to make any payment due in accordance with Term 4;
 - (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services (as set out in a particular Order) or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of [60] days, You shall be entitled to give notice in writing to us to terminate the Order.

8. Warranties and Limitation of Liability

- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.3 In providing the Services you acknowledge and accept that:-
 - (i) DevAssist's only obligation is to exercise reasonable care and skill in providing the Services.
 - (ii) DevAssist shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by DevAssist.
 - (iii) The Services do not include any information relating to the value or worth of the Property or the Company.
 - (iv) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.
 - (v) DevAssist cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore DevAssist cannot warrant the performance of any linked internet service not operated by DevAssist. Accordingly DevAssist shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

- (vi) Time shall not be of the essence with respect to the provision of the Services.

- (vii) Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.
 - 8.4 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery and acknowledge that DevAssist shall not be liable for any defect, failure or omission relating to the Services that is not notified to DevAssist within three months of the date of the issue becoming apparent and in any event within two years of the date of the Service.
 - 8.5 We use only established and trusted data search providers as Suppliers but where information contained in the Services and/or the Report is obtained by us from these Suppliers DevAssist cannot control the accuracy or completeness of the information provided by the Suppliers, nor is it within the scope of AC's Services to check the information provided by its Suppliers. Accordingly, you hereby acknowledge and accept, notwithstanding any other legal remedy available to you in this Term 8 or otherwise, that DevAssist shall not be liable for any faults, errors, omissions or inaccuracies of whatever nature in the information contained in the Reports and/or Services which is due to or caused by the Supplier EXCEPT WHERE such fault, omission, error or inaccuracy is caused by DevAssist's negligence and including negligent or incorrect entry of data by DevAssist in the records searched, any negligence or incorrect interpretation by DevAssist of the records searched and any negligent or incorrect recording of that interpretation by DevAssist in the Report and/or Services provided by DevAssist.
 - 8.6 Where our Suppliers may be in breach of their own terms of business with us and as a result of that breach the information contained in the Services or the Report is inaccurate or incomplete we undertake to use our reasonable endeavours to assist you with any complaint or claim you choose to bring against the Supplier in your capacity as the end-user of the service provided by the Supplier or as agent for the Client. This undertaking is strictly subject to the following conditions:-
 - (i) Any such claim is of a material nature and arises solely and directly out of the inaccuracies, errors or omissions of the data provided by the Supplier.
 - (ii) The terms and conditions of the Supplier provide for the course of action you have chosen to follow.
 - (iii) You have used all reasonable endeavours to mitigate any loss or damage you have suffered as a result of the inaccuracies errors or omissions of the data provided by the Supplier.
 - (iv) You agree to pay our reasonable costs if you require our input in this action beyond what we deem to be reasonable. In certain circumstances we may bring a claim against our Supplier on your behalf (and in consultation with you) provided you have given us full particulars of the claim and written confirmation that you authorise us to (i) decide what action if any to take; (ii) that we shall have exclusive control over, and conduct of, all claims and proceedings; (iii) that you shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings; and (iv) that you shall bear the cost of any proceedings on the basis that you shall be entitled to retain all sums recovered in any action for your own account.
 - 8.7 In any event, and notwithstanding anything contained in these Terms, DevAssist's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events and, save as set out herein, all warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.
- ### 9. Complaints Procedure & Independent dispute resolution
- 9.1 DevAssist is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.
- If you want to make a complaint, we will:
- Acknowledge it within 5 working days of receipt.
 - Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
 - Keep you informed by letter, telephone or e-mail, as you prefer if we need more time.
 - Provide a final response, in writing, at the latest within 40 working days of receipt.
 - Liaise, at your request, with anyone acting formally on your behalf.
- 9.2 If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333906, <https://www.tpos.co.uk> email: admin@tpos.co.uk
- We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.
- Complaints should be sent to:
- Customer Services
DevAssist Ltd
Crown House, High Street, East Grinstead RH19 3AF
01342890010
orders@devassist.co.uk
- ### 10. Intellectual Property Rights
- 10.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either DevAssist or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
 - 10.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.
 - 10.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with DevAssist change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
 - 10.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.
- ### 11. General
- 11.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.
 - 11.2 We may assign the agreement or any part of it to any person, firm or company.
 - 11.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
 - 11.4 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.
 - 11.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.
 - 11.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
 - 11.7 Unless otherwise stated in these Terms, all notices from You to DevAssist or vice versa must be in writing and sent to DevAssist's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.
 - 11.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.