

## **Appendix 1: Legal questions over the timing and procedures of the Outline Planning Permission for Convoys Wharf.**

The text from **Voice 4 Deptford's** email to Lewisham Planning, 25th May 2018 and later in July to the Mayor of London and GLA thereafter.

"We in Voice 4 Deptford doubt that the London Borough of Lewisham and Convoys Properties Limited are working to the correct planning procedures and time frames. In our view this lack calls into question the validity of the outline planning consent.

Our reasons for believing this are as follows:

- 1) In the Town & Country Planning Act 1990 Section 92, amendments were made in 2005 which omit paragraph 2 (b) (i) of the Act. This refers to a period of 3 years from the date of granting permission for the scheme for the beginning of construction. Yet the Outline Planning Consent Decision Notice for Convoys Wharf (10 March 2015), Time Limits, page 1, paragraph 1. (ii) (a) still refers to such a period of 3 years from the date of granting permission. Hence the current agreement is not aligned with the 2005 amendments to the Act. These two important planning documents ought to conform. The Town & Country planning amendments were made, as shown, to bring the Act into line with the Planning and Compulsory Purchase Act 2004 (C.5) ss 51(2)(a).
- 2) The legal explanation relating to the Town & Country Planning Act 1990, ref. Sections 91/92 given by the UK government in 'Guidance on the Use of Planning Conditions' says that outline permission should be made subject to conditions imposing two types of time- limit - one within which the application for approval of reserved matters must be made, - the second within which the development itself must be started. It is clear that all Reserved Matters must be agreed before the development can begin. As the guidance shows, the two types of time-limit ought to be clear and in the Outline Planning Consent decision Notice for Convoys Wharf and they are not.
- 3) The Outline Planning Consent has set the two types of time-limits for the development as a whole (13 years and 2 years). However, the development has been split into separate periods or phases. The Town and Country Planning Act 1990 states that the authority concerned may do this under Para (2) (a) of Sect 92 in relation to the separate parts of the development to which the planning consent relates and that the condition required by Para (b) of that subsection 'shall then be framed correspondingly by reference to those parts instead of by reference to the development as a whole.' Therefore, the agreement should show the two types of time-limits for the parts of the development and not the development as a whole.
- 4) Condition 22 of the Outline Planning Agreement gives only indicative development phases and construction phasing. It does not show the timing for agreement of reserved matters for each phase, which in any case needs to be set out in Paragraph 1, as explained in 3) above. In the timing shown for construction to be carried out for Phase 1, there is a valid argument that by implication the time-limit for agreement of reserved matters is three years from the date that outline approval was granted and this means that the development has timed out and is no longer valid.

With the documentation we have to date, on the website etc, the Outline Planning Consent is failing to stand by the letter and spirit of the 1990 Town & Country Planning Act. It is our opinion that the drawing up of the original agreement was not sufficiently rigorous and this has led to the invalidation of the Consent.

It is important that if this has timed out, the GLA confirms that the permission no longer stands. To do otherwise leaves this important piece of land in abeyance when more suitable alternatives should be considered immediately. Please inform the GLA of our view and send them a copy of this letter.

As you know V4D is unhappy with the outline planning permission as it stands because it fails to provide socially rented housing in every block or phase or take into account the needs of children and young people. Surely the Borough could make a far better financial return from a development which is more imaginative and meets the housing and employment needs of local people.”