

and to secure additional disabled persons' car parking spaces in the vicinity;

- A contribution of £10,000 towards enhancement of lighting in the Regency Square car park subway.

- 3.3 The Agreement was completed on 16 October 2006 and planning permission and listed building consent granted on 25 and 24 October 2006 respectively.
- 3.4 Since planning and listed building consent was granted, the majority of pre-commencement planning and listed building consent conditions and planning obligations have been discharged, to the satisfaction of the Local Planning Authority. The Local Planning Authority received written notification of the developer's intention to commence advanced piling works, to comply with condition 7 of the listed building consent and clause 3.1 of the Section 106 Agreement, in September 2009. The advanced piling works duly commenced on 14 October 2009 at the foot of the stairs to the West of the Pier, within the curtilage of i360. The piling foundations are accepted as comprising a material operation, as defined under Section 56(4) of the Town and Country Planning Act. The Local Planning Authority is satisfied that the development may be treated as having lawfully commenced and the permission has been implemented.
- 3.5 The above financial contributions are to be paid to the Local Planning Authority 180 working days after the commencement of development. The developer has paid the subway lighting contribution for the Regency Square subway.

4. PROPOSAL:

- 4.1 The developer has written to the Council to request that payment of the above financial contributions, other than the Subway Lighting Contribution, be re-phased in order to complete the funding package for the development. The contributions would fund public transport improvements and enhance access to the attraction when complete. The construction period for the project is approximately 22 months.

5. COMMENT:

- 5.1 The Local Planning Authority is satisfied that the development may be treated as having lawfully commenced. The substantive works for i360 (including site establishment, demolition and site clearance, main outfall sewer diversion, groundworks, tower and cladding, and passenger pod and drive control mechanisms) will proceed, pending finalisation of the funding package for the development.
- 5.2 All the contributions, with the exception of the subway lighting contribution, are intended to be implemented and are associated with the completed Development. These include signage directing motorists on appropriate routes through the City to the attraction; a Traffic Regulation Order to prohibit coach parking on Kings Road immediately outside the i360 site; public transport improvements to be spent on

transport initiatives, including real time bus information and accessible kerbs on Western Road. All of the improvements relate directly to the completed development and are intended to assist public access to i360. It would not be practical to implement these amenities at this stage of the project.

- 5.3 At the time of writing, there is no definitive date for the resumption of construction work on site. However, the developer is currently in discussions to secure the additional funding required in order to proceed with the substantive construction works on site and complete the project.

6. FINANCIAL & OTHER IMPLICATIONS:

6.1 Financial Implications:

There are no direct financial implications in agreeing to the variation. The payments being deferred relate to the implementation of amenities associated with the completed development and therefore the deferral on the terms proposed does not present a financial risk for the council.

Finance Officer Consulted: James Hengeveld

Date: 28.07.2010

6.2 Legal Implications:

S.106A Town and Country Planning Act 1990 provides that a s.106 obligation may be modified by agreement between the authority by whom the obligation is enforceable and the persons against whom the obligation is enforceable. This mechanism enables the Agreement to be modified to accommodate the rephrasing of some payments due under the Agreement. The modification gives rise to no human rights implications.

Lawyer Consulted: Alison Gatherer

Date: 20.08.2010

6.3 Equalities Implications:

None identified.

6.4 Sustainability Implications:

None identified.

6.5 Crime & Disorder Implications:

None identified.

6.6 Risk and Opportunity Management Implications:

None identified.

6.7 Corporate / Citywide Implications:

None identified.

