

DATED 12 September 2017

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TAYLOR WIMPEY PLC *UK LIMITED*

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PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to 415 Wick Lane, London E3 2JG

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS *12th* DAY OF *Sept* 20*17*

Pinsent Masons LLP *PinsentMason LLP*



Pinsent Masons

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THIS AGREEMENT is made on

12 September

2017

BETWEEN:-

- (1) LONDON LEGACY DEVELOPMENT CORPORATION of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) ^{UK LIMITED} ~~TAYLOR WIMPEY PLC~~ (Company Number ⁰¹³⁹²⁷⁶² ~~00296805~~) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR (the "Applicant").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Applicant has a freehold interest in the Site registered at the Land Registry with Title Numbers AGL403352 and LN133618 relating to the Site.
- (C) The Planning Application was validated by the LPA on 4 January 2017.
- (D) On 25 April 2017 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings:-

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Building"	means a building comprised in the Development
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly save for where it is given a different meaning for the purposes of paragraph 5.1 of Schedule 3 only

"Commencement Date"	means the date upon which the Development is Commenced
"Commercial Unit"	means a commercial unit provided as part of the Development
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Tower Hamlets and its successor in function
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof
"Highway Authority"	means the Council and/or TfL or their successors in function
"Index"	Means the All-in Tender Price Index.
"Indexed"	means in relation to an sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them

"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 2 of this Agreement showing the Play Areas
"Plan 3"	means the plan attached at Appendix 3 of this Agreement showing the Common Areas
"Planning Application"	means the application for planning permission submitted to the LPA and given reference number 16/00685/FUL by the LPA for demolition of 1,187.5 sq.m Class B1 220.4 sq.m Class B2 and 688.9 sq.m Sui Generis redevelopment of a mixed use scheme totalling 18,329 sq.m GIA floor space comprising 175 residential units (14,848 sq.m) (Class C3), 2,503 sq.m employment space comprising 1,648 sq.m Class B1, 221 sq.m Class B2, and 345 sq.m commercial use (Class A1/A3) plus 289 sq.m of ancillary spaces, 660 sq.m on plot lower ground floor parking alongside 3,951 sq.m public realm, open space and associated vehicular access.
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 4
"Private Residential Units"	means Residential Units which are neither Affordable Rented Housing Units or Intermediate Units provided pursuant to paragraph 3 of Schedule 1
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfill the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Residential Unit"	means a residential unit provided as part of the Development
"Site"	means the land shown edged red on Plan 1
"SPD"	means the LPA's supplementary planning document Planning Obligations dated 10 November 2016.
"TfL"	means Transport for London or its successor in function

"Utility Undertaker" means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site

"Working Day" means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) Table is to a table of an Appendix to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a plan annexed to this Agreement as an Appendix;

1.2.2 references to any statute or statutory provision include references to:-

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.7 subject to Clauses 2.4, 2.5 and 2.6 references to the Developer in this Agreement include:-

- (a) the Applicant;

- (b) persons deriving title from the Applicant; and
 - (c) the Applicant's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including"** means **"including without limitation"**;
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

2.3 Subject to Clauses 2.4, 2.5 and 2.6 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-

2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;

2.4.2 except for paragraph 5 of Schedule 1 which shall apply (subject to paragraph 4.2 of Schedule 1), individual owners and occupiers of the Affordable Housing Units and their individual mortgagees and chargees;

2.4.3 any mortgagee or chargee of an Affordable Housing Provider unless it takes possession of the Site (in whole or in part) in which case it too will be bound by the obligations as if it were a person deriving title from the Developer and in order for such mortgagee or chargee of an Affordable Housing Provider to sell the Affordable Housing Units free from restrictions of this Agreement then the procedure set out in paragraph 6.2 of Schedule 1 must first have been followed;

2.4.4 individual owners and occupiers of the Private Residential Units and their individual mortgagees and chargees;

2.4.5 individual occupiers or lessees of individual units of Workspace who are in physical Occupation of such units;

save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

2.7 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.

2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without

the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.

2.9 Subject to Clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

2.10 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. CONDITIONALITY

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3, Clauses 2, 6, 9, 11, 13, 16 and 17 which shall come into effect immediately upon completion of this Deed.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;

4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest.

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

6.1.1 If delivered by hand, the next Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

For the attention of: Anthony Hollingsworth

Applicant:

Address: Kings House
101-135 Kings Road
Brentwood
Essex
CM14 4DR

For the attention of: David Pelle

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.
- 7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. DISPUTE RESOLUTION

- 9.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.
- 9.2 The Notice must specify:-
- 9.2.1 the nature, basis and brief description of the Dispute;
 - 9.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
 - 9.2.3 the proposed Expert.
- 9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.
- 9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-

9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;

9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. NO WAIVER

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

11. DUTY TO ACT REASONABLY AND IN GOOD FAITH

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

12. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

13. THE LPA'S COSTS

13.1 The Developer agrees that it will on completion of the Agreement pay:-

13.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and

13.1.2 the LPA's reasonable costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA).

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of the committee meeting until the date such sums are paid (unless otherwise stated in this Agreement).

14.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of the committee meeting until the date the sum or value falls to be considered or applied.

15. **INTEREST**

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

16. **JURISDICTION AND LEGAL EFFECT**

16.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. **EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

SCHEDULE 1

AFFORDABLE HOUSING

1. DEFINITIONS

"Affordable Housing"		means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
"Affordable Contracts"	Housing	means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider
"Affordable Provider"	Housing	means a provider of Affordable Housing approved in respect of the Development pursuant to paragraph 2.1 of this Schedule
"Affordable Housing Units"		means the Residential Units to be provided as Affordable Housing pursuant to this Schedule
"Affordable Management Scheme"	Housing	means a scheme specifying:- <ul style="list-style-type: none">(a) management and servicing arrangements for the Affordable Housing Units and(b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge
"Affordable Rented Housing"		means rented housing that has the same characteristics as Social Rented Housing except that it is outside 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 per cent of local market rents
"Affordable Rented Housing Units"		means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 3 of this Schedule
"Grant Funding"		means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development
"Homes and Communities Agency" or "HCA"		means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency
"HomeBuy Agent"		means a body appointed or approved by the HCA to act as agents for the allocation of the Intermediate Units

"Intermediate Housing"

means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2016 (consolidated with amendments from 2011)

"Intermediate Units"

means Affordable Housing Units to be made available for Intermediate Housing pursuant to paragraph 2 of this Schedule

"Model Form of Lease"

means the model forms of lease for Intermediate Housing published by the HCA from time to time

"National Rent Regime"

means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing on the Rent Standard (May 2014) and the Welfare Reform Act (2016) (as the same may be amended or superseded)

"Part M Building Regulations"

means the standards contained in Part M of the Building Regulations

"Perpetuity"

means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit

"Affordable Rental Cap"

means the weekly rents (inclusive of service charge) set out in the table below:-

Size	London Affordable Rent Weekly Rent (inc Service Charge) on first letting of an Affordable Rented Housing Unit
1 bedroom	£185
2 bedroom	£202
3 bedroom	£248

SUBJECT TO an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "**The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance**)"

"Rents and Nominations Agreement"

means the Council's standard rents and nominations agreement

- "Shared Ownership Housing"** means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
- "Shared Ownership Units"** means Affordable Housing Units to be made available for Shared Ownership Housing pursuant to paragraph 3 of this Schedule
- "Social Rented Housing"** means rented housing for which guideline target rents are determined through the National Rent Regime
- "Staircasing"** means the purchase by the owners of additional equity in an Intermediate Unit
- "Target Rents"** means rents for Social Housing calculated in accordance with the National Rent Regime

2. AFFORDABLE HOUSING PROVIDER

- 2.1 Prior to the Commencement of Development the Developer shall submit to the LPA and obtain its approval to a list of companies or organisations involved in the provision of Affordable Housing who if approved shall be capable of being Affordable Housing Providers for the Development.
- 2.2 If the LPA has not responded to the Developer in writing to confirm whether the list submitted by the Developer to the LPA pursuant to paragraph 2.1 above is approved within 30 Working Days of the submission of such list to confirm that the list is either approved or not approved then the submitted list shall be deemed to be approved by the LPA.
- 2.3 If the LPA has responded to the Developer in writing within the time period specified at paragraph 2,2, above but in such response has confirmed that the submitted list is not approved then it shall give full reasons and details for such a response and the same deemed approval provisions as at paragraph 2,2 above shall apply in respect of any further list to be submitted by the Developer to the LPA pursuant to paragraph 2.1 above.
- 2.4 The Developer will:-
- 2.4.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Rented Housing Units and the Intermediate Units to be provided pursuant to paragraph 3 of this Schedule; and
- 2.4.2 notify the LPA within 10 Working Days of entering into an Affordable Housing Contract.

3. MINIMUM AFFORDABLE HOUSING PROVISION

- 3.1 Not less than 35 Residential Units shall be provided as Intermediate Units.
- 3.2 Not less than 18 Residential Units shall be provided as Affordable Rented Housing Units.
- 3.3 The Affordable Housing to be provided pursuant to paragraphs 3.1 and 3.2 above shall comprise the following unit size mix:-

	1 bed	2 bed	3 bed	Total number of units
Intermediate	22	11	2	35

Units				
Affordable Rented Housing Units	6	9	3	18

3.4 Not more than fifty per cent 50% of the Private Residential Units shall be Occupied until:-

3.4.1 fifty per cent (50%) of the Affordable Housing Units are:-

- (a) Completed and made ready for occupation; and
- (b) have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3.5 Not more than eighty five per cent (85%) of the Private Residential Units shall be Occupied until:-

3.5.1 one hundred per cent (100%) of the Affordable Housing Units are:-

- (a) Completed and made ready for occupation; and
- (b) have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

4. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

4.1 In relation to the rent (inclusive of service charge) charged for the first letting of any Affordable Rented Housing Unit:-

4.1.1 the Developer shall obtain the written agreement of the LPA as to the amounts of the weekly rents and the LPA shall act reasonably when agreeing any proposed revisions to these weekly rents; and

4.1.2 the rent shall not exceed the Affordable Rental Cap for 100% of the Affordable Rented Housing Units.

4.2 The rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the Affordable Rental Cap.

4.3 The Developer shall use Reasonable Endeavours to market and offer for sale to persons or joint applicants meeting the affordability criteria in the table at 4.3 below 50% of the 1 bed Intermediate Units and 50% of the 2 bed Intermediate Units SAVE THAT this affordability restriction will apply for a period of three (3) months from the start of the marketing period and following such three (3) month period if appropriate purchasers have not been found then the Developer shall thereafter be permitted to offer such units on the same terms as the remaining Intermediate Units

4.4 TABLE

No. Beds	Income Threshold Criteria
1	50% units capped at £45k income threshold
2	50% units capped at £65k income threshold

4.5 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Units shall not exceed the general affordability criteria for Intermediate Housing published by the Greater London Authority from time to time.

5. GRANT FUNDING

5.1 The Developer shall:-

5.1.1 use Reasonable Endeavours to secure Grant Funding;

5.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;

5.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.

5.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.

5.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

5.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").5.5 In respect of the disposal of any Grant Funded Unit to an Affordable Housing Provider of any Grant Funded Unit the purchase price shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.5.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

6. GENERAL

6.1 The Developer hereby covenants with and undertakes to the LPA that the Developer will:-

6.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity subject to the terms of this Schedule;

6.1.2 provide Residential Units that are accessible or easily adaptable for wheelchair users in accordance with the plans approved pursuant to the Planning Permission **PROVIDED THAT** in the event that any such units have not been sold to a wheelchair user by the end of the Developer using Reasonable Endeavours to sell the units within the seven (7) month marketing period and evidence of the same has been provided and approved by the LPA then the Developer may convert such units to non-wheelchair accessible or adaptable dwellings **AND PROVIDED FURTHER THAT** notwithstanding the Approved Drawings any wheelchair allocated parking bays which are not purchased by wheelchair users by the end of the seven (7) month marketing period may be sold to any purchaser of a Residential Unit;

- 6.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (March 2016) and such parts of the London Mayor's Draft Interim Housing Supplementary Planning Guidance Housing (May 2015) which remain in place at the date of this Agreement and Part M Building Regulations as the same may be superseded or amended from time to time;
- 6.1.4 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract.

6.2 The provisions of this Schedule will not bind:-

- 6.2.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or charge of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale **PROVIDED THAT:-**
- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
 - (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
 - (c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 6.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;
- 6.2.2 any Intermediate Unit where one hundred per cent of the equity in that Intermediate Unit has been purchased by the tenant via Staircasing;
- 6.2.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
- 6.2.4 any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
- 6.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 6.2.1 to 5.2.4
- 6.3 The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

- "Additional Affordable Housing Contribution"** means any additional affordable housing contribution that may be payable in accordance with the provisions of paragraph 14 of Schedule 2 and Table 1 in Schedule 2 and that is subject to the Advance Stage Affordable Housing Cap
- "Advance Stage Affordable Housing Cap"** means the cap for the Additional Affordable Housing Contribution that is calculated in accordance with Table 2 in Schedule 2
- "Construction Contract"** means a contract for the construction and completion of the Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing
- "Deferred Affordable Housing"** means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment
- "Deferred Affordable Housing Units"** means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 25 habitable rooms (in addition to the 53 Residential Units secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme
- "Deferred Affordable Housing Payment"** means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 53 Residential Units secured through Schedule 1 of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21 July 2015) to be agreed between the Developer and the LPA or determined by the Specialist
- "Deferred Affordable Housing Scheme"** means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:-
- (a) is submitted by the Developer with any Viability Review and
 - (b) is either:-
 - (i) agreed by the LPA and the Developer or
 - (ii) determined by the Specialist
- "Force Majeure"** means fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity

"Memorandum"		means a memorandum made in accordance with paragraph 13 of this Schedule
"Relevant Report"		means a detailed report setting out and evidencing the Developer's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing
"Second Stage Viability Review"		means the review to be carried out in accordance with the provisions of paragraph 14 of Schedule 2 to determine whether an Additional Affordable Housing Contribution is payable towards the provision of additional off-site Affordable Housing calculated in accordance with Table 1 and Table 2 in Schedule 2
"Specialist"		means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 9.3 of this Agreement
"Substantial Commencement"		means the occurrence of all of the following events:- <ul style="list-style-type: none"> (a) a Construction Contract is let by the Developer and certified documentary evidence of the same is provided to the LPA and (b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter) and (c) Commencement of the Development has occurred and works (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one (1) week in total in any given month)
"Unconditional Certificate"	Obligation	means a certificate provided by solicitors acting for the Developer to the effect that:- <ul style="list-style-type: none"> (a) the Developer has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions and (b) all contractual conditions precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied
"Viability Review"		means a review to be provided by the Developer assessing the ability of the Development to viably deliver some or all of the Deferred Affordable Housing based upon a review of relevant income assumptions undertaken in accordance with the supporting statement prepared by Savills dated 28 July 2015

2. EVIDENCE OF COMMENCEMENT

Upon the occurrence of Substantial Commencement within 18 (eighteen) months of the date of grant of the Planning Permission the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

3. VIABILITY REVIEW

3.1 If the Development has not been Substantially Commenced within 18 (eighteen) months of the date of the Planning Permission the Developer shall prior to Substantial Commencement or as the case may be prior to any undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:-

3.1.1 either:-

- (a) the Relevant Report; or
- (b) a Deferred Affordable Housing Scheme;
- (c) the Construction Contract; and
- (d) an Unconditional Obligation Certificate

(together known as the "**Contract Documents**").

4. INTERRUPTIONS TO THE PROGRAMME

Subject to Force Majeure if at any time following Commencement no construction works at the Development have taken place for a period exceeding three (3) consecutive calendar months, the Developer shall submit to the LPA a Viability Review prior to re-commencement of works on the Development and the provisions of paragraph 3 above and the remainder of this Schedule shall apply to such Viability Review.

5. CONTENT OF VIABILITY REVIEW

5.1 If no Deferred Affordable Housing Scheme is submitted with the Viability Review required to be submitted to the LPA pursuant to the provisions of paragraphs 3 or 4 of this Schedule, the Viability Review shall be accompanied by:-

5.1.1 the Relevant Report; and

5.1.2 a Deferred Affordable Housing Payment proposal in the event that the Viability Review demonstrates that a Deferred Affordable Housing Payment can be made in lieu of any On Site Deferred Affordable Housing Units.

6. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION

6.1 Within 10 (ten) Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Developer), the LPA shall either:-

6.1.1 confirm in writing to the Developer that it has received a valid Viability Review and the Contract Documents ("**Validation Date**"); or

6.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph 6.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 7 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 6.1.2 above.

- 6.2 On receipt of any request for further information, the Developer shall as soon as reasonably practicable and in any case within 10 (ten) Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).
- 6.3 The Developer acknowledges that during the course of negotiations pursuant to paragraph 7 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or Deferred Affordable Housing Scheme and/or Deferred Affordable Housing Payment with which the Developer shall comply as outlined in paragraph 6.2 above using all Reasonable Endeavours.
- 6.4 If either paragraph 3 or paragraph 4 of this Schedule applies, the Developer shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review and Contract Documents.

7. REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME

- 7.1 The LPA shall be entitled to:-
- 7.1.1 recover from the Developer its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and
 - 7.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Developer the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA; and
 - 7.1.3 the Developer shall pay such costs within 10 Working Days of written demand from the LPA.
- 7.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:-
- 7.2.1 the Viability Review, and
 - 7.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment; and
 - 7.2.3 shall give effect to any such agreement in a Memorandum.
- 7.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:-
- 7.3.1 it rejects (with full and detailed reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or
 - 7.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Developer and the LPA and confirms that no Deferred Affordable Housing is triggered; or
 - 7.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the Deferred Affordable Housing

Scheme or Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

8. REFERRAL TO THE SPECIALIST

8.1 In the event that pursuant to paragraph 7 above, the Developer and the LPA have not agreed the Viability Review and/or the Deferred Affordable Housing either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its Reasonable Endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

8.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the Deferred Affordable Housing which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided on Site as Deferred Affordable Housing Units ("**Representations Period**").

8.3 In addition to the matters specified in paragraph 8.2, in making his determination the Specialist shall have regard to:-

8.3.1 all relevant material submitted to him by the LPA and the Developer;

8.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;

8.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 9.

8.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 13 below.

9. ON SITE DEFERRED AFFORDABLE HOUSING UNITS

9.1 The Developer covenants to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on the Site as part of the Development in accordance with:-

9.1.1 the Deferred Affordable Housing Scheme; and

9.1.2 the programme comprised in the Construction Contract; and

9.1.3 the obligations and covenants on the part of the Developer in relation to Affordable Housing Units in Schedule 1 which shall apply mutatis mutandis to the Deferred Affordable Housing Units.

10. DEFERRED AFFORDABLE HOUSING PAYMENT

10.1 If the Specialist determines or the Developer and LPA agree that the Development can viably support Deferred Affordable Housing but the Deferred Affordable Housing cannot be provided within the Development and the Developer has previously submitted to the LPA or the Specialist (as the case may be) a detailed report evidencing the reasons why it would not be practicable to provide the Deferred Affordable Housing Units within the Development:-

10.1.1 the Developer shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and

10.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.

11. RESTRICTION ON IMPLEMENTATION

11.1 If either paragraph 3 or 4 of this Schedule applies, the Developer shall not Substantially Commence or re-commence (as applicable) the Development until:-

11.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and no Deferred Affordable Housing is required; or

11.1.2 the LPA has confirmed its approval of the Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum; or

11.1.3 If the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

12. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

12.1 Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months:-

12.1.1 from the date of its preparation; or

12.1.2 if the LPA requested further information resulting in its revision from the Validation Date; and

12.1.3 where the Developer has not Substantially Commenced or re-commenced (as applicable) the Development.

12.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of the Deferred Affordable Housing, then the Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.

12.3 Notwithstanding the agreement of the LPA and Developer (or the Specialist's determination) of the Deferred Affordable Housing Scheme, if following Commencement construction works have not taken place for a period exceeding 12 (twelve) calendar months, then the Developer shall:-

12.3.1 submit to the LPA an updated Viability Review prior to re-commencement of works, and

12.3.2 immediately cease to dispose off-plan of any Residential Units; and

12.3.3 the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing such that any

further or revised Deferred Affordable Housing Scheme shall be agreed by way of a fresh Memorandum.

13. MEMORANDUM

13.1 Within 15 (fifteen) Working Days of the LPA and the Developer agreeing a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (or the Specialist determining by issuing his decision), the Developer and the LPA shall record the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

13.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-

"The Parties have agreed the details of the [Deferred Affordable Housing Scheme/Deferred Affordable Housing Payment] by way of a signed Memorandum between the LPA and the Developer dated 20 ".

13.3 Upon completion of a Memorandum, this Deed shall be construed such that:-

13.3.1 in the case of Deferred Affordable Housing Units being provided:-

- (a) the number of Deferred Affordable Housing Units shall be included within the definition of Affordable Housing Units; and
- (b) the number of Private Residential Units shall be reduced by the corresponding number of Deferred Affordable Housing Units;
- (c) the obligations in Schedule 1 shall apply to the Deferred Affordable Housing to be provided within the Development and shall be construed such that any reference to "Affordable Housing Units" shall include the corresponding number of "Deferred Affordable Housing" Units to be provided within the Development; or

13.3.2 in the case of a Deferred Affordable Housing Payment becoming payable the payment will be due in accordance with the terms of the Memorandum.

14. SECOND STAGE VIABILITY REVIEW

14.1 As soon as reasonably practicable following the Occupation of 50% of the Residential Units the Developer shall undertake and complete the Second Stage Viability Review and submit such in writing to the LPA strictly subject to paragraph 14.10 below

14.2 If the LPA has not within one (1) calendar month of the submission of the Second Stage Viability Review pursuant to paragraph 14.1 above confirmed that such is not approved then the Second Stage Viability Review shall be deemed to be approved and in these circumstances if the Second Stage Viability Review demonstrates that an Additional Affordable Housing Contribution is payable then:-

14.2.1 the Additional Affordable Housing Contribution shall be payable by the Developer in accordance with paragraph 14.2.2 below; and

14.2.2 the Additional Affordable Housing Contribution be paid by the Developer to the LPA within 30 days of the date of the submission of the Second Stage Viability Review pursuant to paragraph 14.1 above.

14.3 If the Council has within one (1) calendar month of the submission of the Second Stage Viability Review pursuant to paragraph 14.1 above confirmed to the Developer in writing that the Second Stage Viability Review is not approved then the Developer shall appoint a suitably qualified

independent expert ('the Viability Expert') to review the Second Stage Viability Review and to determine:-

- 14.3.1 (a) whether an Additional Affordable Housing Contribution is payable; and
- 14.4 (b) if it is the sum of the Additional Affordable Housing Contribution payable.
- 14.5 The LPA and the Developer may submit to the Viability Expert statements to support their interpretation of the Second Stage Viability Review.
- 14.6 8. The Viability Expert shall have power to appoint a valuer or Quantity Surveyor (depending on the Viability Expert's own professional discipline) to advise the Viability Expert on any cost or costs figures or valuations (as the case may be) to the intent that the fees of such valuer or Quantity Surveyor shall form part of the Viability Expert's fees and be paid accordingly by the Developer in accordance with paragraph 14.7 below.
- 14.7 The reasonable fees of the Expert shall be met by the Developer.
- 14.8 If the Expert concludes that the Second Stage Viability Review demonstrates that an Additional Affordable Housing Contribution is payable then the sum determined to be due by the Viability Expert shall be paid by the Developer to the LPA within twenty one (21) days of date of receipt of the Viability Expert's written notice notifying the parties in writing of his said determination.
- 14.9 The Additional Affordable Housing Contribution shall be expended towards the provision of Affordable Housing within the LPA's administrative area.
- 14.10 If prior to the Occupation of 50% of the Residential Units the Developer has delivered a provision of 35% or more of the habitable rooms (as agreed with writing by the LPA) as part of the Development as Affordable Housing then the Developer shall be under no obligation to carry out a Second Stage Viability Review in accordance with paragraph 14 of Schedule 1.

15. **TABLE 1 – CALCULATION FOR SECOND STAGE VIABILITY REVIEW**

'Additional Affordable Housing Contribution' = $((A + B - C) - (D + E - F) - P) \times 0.60$

Where:

A = Gross Development Value (GDV) achieved on sale of 75% of residential units and GDV from other parts of the development sold/ let and other income receipts

B = Estimated GDV for parts of the development that are yet to be sold/ let and other income sources

C = GDV determined as part of the assessment of viability at application stage (or for phased schemes as determined in previous review)

D = Actual Build Costs incurred at point of review

E = Estimated Build Costs for remainder of the development

F = Total Build Costs determined as part of the assessment of viability at application stage (or for phased schemes as determined in previous review)

P = $(D+E -F) * y\%$

Y% = the developer's profit as a percentage of costs determined by the LPA as part of the application stage viability process.

16. **TABLE 2 – CALCULATION FOR SECOND STAGE VIABILITY CAP**

$$\text{'Advanced Stage Affordable Housing Cap'} = ((G - H) \times (K - L)) + ((I - J) \times (K - M))$$

Where:

G = 50% of total residential floorspace x social rent proportion

H = Total social/affordable rented housing floorspace determined at application stage (or for phased schemes as determined in earlier reviews)

I = 50% of total residential floorspace x intermediate proportion

J = Total intermediate housing floorspace determined at application stage (or for phased schemes as determined in earlier reviews)

K = Average market housing value per sqm*

L = Average social/affordable rented value per sq m*

M = Average intermediate value per sqm

G is the proportion of affordable housing floorspace to be social/ affordable rented based on policy tenure split

I is the proportion of affordable housing floorspace to be intermediate based on policy tenure split
(G – H) is the additional social/ affordable rented floorspace cap based on overall 50% affordable housing provision

(I – J) is the additional intermediate floorspace cap based on overall 50% affordable housing provision

(K – L) is the cost of converting a market housing unit to social/ affordable rented

(K – M) is the cost of converting a market housing unit to intermediate

(K – L) & (K – M) multiplied by

(G – H) & (I – J) respectively to establish maximum additional contribution

SCHEDULE 3

SUSTAINABLE TRANSPORT

1. DEFINITIONS

- "Blue Badge Spaces"** means a maximum of 17 (seventeen) blue badge spaces to be provided in accordance with this Schedule
- "Controlled Parking Zone"** means controlled parking zone TH CPZ B4
- "Controlled Parking Zone Contribution"** means the sum of £20,000 (Indexed) to be used by the Council towards the extension of the Controlled Parking Zone
- "Section 278 Agreement"** means an agreement under section 278 of the Highways Act 1980
- "Works"** means highway works required for the Development including the removal of existing vehicular access and the provision of new vehicular access for the Development

2. BLUE BADGE SPACES PROVISION

- 2.1 Prior to the Commencement of Development the Developer shall submit a scheme (prepared in consultation with the Highway Authority) to be approved by the LPA for the provision of the Blue Badge Spaces On Site.
- 2.2 The scheme approved in accordance with paragraph 5.1 shall thereafter be delivered.

3. CONTROLLED PARKING ZONE

- 3.1 Prior to the Commencement of Development the Developer shall pay to the LPA the Controlled Parking Zone Contribution.

4. CAR CLUB

- 4.1 The Developer shall provide the first household to Occupy each Residential Unit with free membership for a period of 2 years for the use of a car club scheme in the vicinity of the Development.

5. HIGHWAYS AGREEMENT

- 5.1 Prior to the Commencement of Development (but for the purpose of this obligation and this obligation only Commencement shall not be triggered by demolition) to enter into a Highway Agreement with the Council for the provision of the Works prior to the Occupation of the Development.

SCHEDULE 4

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan
"Monitoring Period"	means six months after first Occupation until five years after first Occupation of the final Building to be Completed
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Final Travel Plan"	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Interim Travel Plan"	the pre-occupation residential and work based travel plan dated November 2016 that was submitted as part of the Planning Application
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking which is available for use in the Development and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan

"Travel Plan Monitoring Report" means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-

- (a) details of trip generation rates
- (b) details of mode share and change in mode share over time
- (c) details of how effectively the Travel Plan has operated within the previous period
- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means initially the period of 6 months commencing on first Occupation of a Residential Unit and thereafter annually on a rolling basis

2. TRAVEL PLAN

2.1 Prior to the Commencement of Development the Developer shall:-

- 2.1.1 submit and obtain the LPA's approval to a Travel Plan which shall be based on the Interim Travel Plan;
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

2.3 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

- 2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE' and it is here noted that the Interim Travel Plan has already obtained a "Passed" score;

2.3.5 contain measures aimed at:-

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.3.6 include a parking review plan which sets out:-

- (a) a strategy for periodic review of the parking spaces; and
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 parking space is provided for each resident or employee who is a disabled motorist in line with London Plan policy.

2.3.7 include a car parking management plan which sets out:-

- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

2.4 The Developer shall implement the approved Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

2.5 No Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

3. TRAVEL PLAN MONITORING

3.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

3.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

3.3 Prior to the submission of a report referred to in paragraph 3.2 the Developer shall agree the structure of that report with the LPA.

3.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report ("First Monitoring Report") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to

achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

- 4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 5

EMPLOYMENT AND TRAINING

1. DEFINITIONS

- "Affordable Workspace"** means 221m² of Workspace to be provided as part of the Development at an average of £12.80 per square foot (excluding service charge utility bills and rates) for a period of 7 years
- "Affordable Workspace Plan"** means a plan showing the location of the Affordable Workspace within the Development
- "Council's Area"** means the administrative area of the Council
- "Exclusive Marketing Period"** means a period of not less than three months as set out in the Workspace Strategy
- "Legacy Communities Scheme Careers Programme Group"** means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
- "Local Labour and Business Schemes"** means the following schemes:-
- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and
 - (b) in the London Borough of Tower Hamlets – the scheme known as Skillsmatch.
- "London Living Wage"** means the minimum amount (currently £9.75) of pay per hour that all workers in London should receive, as published from time to time by the GLA
- "Shell and Core"** means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
- "Workspace"** means no more than [2,158m²] floorspace within the Development (including the Affordable Workspace) to be used as commercial floorspace as authorised by the Planning Permission
- "Workspace Strategy"** means a written strategy identifying:-
- (a) how the Workspace has been and will be designed and marketed to meet the needs of small local companies and businesses and
 - (b) how the Affordable Workspace will be allocated to local companies and businesses and thereafter managed

2. DELIVERY OF WORKSPACE

- 2.1 Prior to the Commencement of Development the Developer shall submit and obtain the LPA's approval to the Affordable Workspace Plan and thereafter construct the Affordable Workspace in accordance with the approved Affordable Workspace Plan.

2.2 No Residential Units within a particular block shall be Occupied until all of the Workspace within the same block has been completed to Shell and Core.

3. **WORKSPACE STRATEGY**

3.1 Prior to the Commencement of Development the Developer shall submit and obtain the LPA's approval to the Workspace Strategy.

3.2 The Workspace Strategy shall include an obligation for the Developer to offer the Affordable Workspace to the existing tenants on the Site exclusively for the Exclusive Marketing Period.

3.3 Following the end of the Exclusive Marketing Period the Developer shall submit a report to the LPA for their approval detailing whether any existing tenants on the Site have chosen to occupy the Affordable Workspace. Following the approval of the report by the LPA the Developer can then offer the Affordable Workspace to other businesses in accordance with this Schedule and the Workspace Strategy.

3.4 The Developer shall not less than once a year from the date of the first Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:-

3.4.1 review the effectiveness of the Workspace Strategy; and

3.4.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

3.5 The Developer shall implement the approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

4. **LOCAL LABOUR AND LOCAL BUSINESS**

4.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that:-

4.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;

4.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;

4.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;

4.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;

4.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;

4.1.6 the London Living Wage is promoted for all end use jobs at the Development; and

4.1.7 work-based learning opportunities are provided at the Development, including not less than 5% of the employment opportunities arising from the Development to be provided as apprenticeship opportunities.

4.1.8 to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:-

- 4.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
- 4.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and
- 4.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

SCHEDULE 6
SUSTAINABILITY

1. DEFINITIONS

- "Carbon Off-Setting Contribution"** means the sum of £215,118 or any such other sum that is calculated in accordance with paragraph 2.3.3 of this Schedule to be used by the LPA for the purposes of the Legacy Corporation Carbon Off-Setting Fund to be used by the LPA towards identified offset solutions, such contribution having been calculated by reference to the Price Per Carbon Tonne and the tonnage of residual CO2 emissions to be offset as a result
- "District Energy Network"** means the Olympic Park district energy network
- "Local CHP Plant"** means any gas boilers and combined heat and power plants located within adjacent developments
- "Price Per Carbon Tonne"** means £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions

2. DISTRICT HEATING NETWORK

2.1 Prior to the erection of the Superstructure the Developer shall:-

- 2.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and
- 2.1.2 provide a written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the extension and connection.

2.2 If the report submitted pursuant to paragraph 2.1.1 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network the Developer shall:-

- 2.2.1 use Reasonable Endeavours to connect to a Local CHP Plant; and
- 2.2.2 submit a further written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.2.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

2.3 No Development shall be Commenced until:-

- 2.3.1 the report submitted pursuant to paragraph 2.1.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to the District Energy Network;
- 2.3.2 the report submitted pursuant to paragraph 2.2.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to a Local CHP Plant and such connection would have equivalent carbon emission reductions as if the Buildings has been connected to the District Energy Network; or
- 2.3.3 the Developer has agreed the terms of and entered into a binding obligation with the LPA pursuant to which it agrees to pay the Carbon Offsetting Contribution to the LPA towards identified offset solutions, such contribution having been calculated by reference to the Price

Per Carbon Tonne and the tonnage of residual CO2 emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

2.4 No Building shall be Occupied unless and until:-

2.4.1 it is connected to the District Heating Network; or

2.4.2 where paragraph 2.2 applies, it is connected to a Local CHP Plant; or

2.4.3 the obligation referred to in paragraph 2.3.3 has been satisfied by the Developer.

3. REDUCTION OF ENERGY DEMAND

3.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-

3.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

3.1.2 the promotion of the use of energy efficient appliances; and

3.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 7

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
- "Architect"** means dRmm Architects
- "Design Monitoring Costs"** means the monies paid in accordance with 3.1.2 of this Schedule to meet the LPA's reasonable and properly incurred costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to Conditions 27, 29, 30 and 31 of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

3. DESIGN MONITORING COSTS

- 3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-
- 3.1.1 notify the LPA of such non-retention; and

3.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:-

- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
- (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
- (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent

PROVIDED THAT the total amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

4. RESTRICTION ON DEVELOPMENT

4.1 The Development shall not Commence until the Developer has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

4.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

4.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2.

4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

SCHEDULE 8
ESTATE MANAGEMENT

1. DEFINITIONS

- "Common Areas"** means:-
- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act and
 - (b) all areas within the Development which are used in common by Occupiers and users of such Buildings including the Play Areas
- which are shown shaded red on Plan 3
- "Estate Management Strategy"** means the site wide estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 below
- "Play Areas"** has the meaning ascribed to it in Schedule 9
- "Publicly Accessible Open Space" or "PAOS"** has the meaning ascribed to it in Schedule 9
- "SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development

2. SITE WIDE ESTATE MANAGEMENT STRATEGY

- 2.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-
- 2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-
 - (a) the Common Areas (including the Play Areas);
 - (b) the PAOS; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;
 - 2.1.2 management and co-ordination of waste collection and recycling on a site wide basis; and
 - 2.1.3 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.

2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter during the life of the Development.

SCHEDULE 9

PUBLIC OPEN SPACE AND PLAY SPACE

1. DEFINITIONS

"Delivery Plan"

means a detailed plan for the delivery and layout of the PAOS and the Play Areas which shall contain at least the following information:-

- (a) the specification of the PAOS
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is approved by the LPA) and
- (c) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Space

"Permitted Closures"

means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS
- (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
- (e) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence

"Play Areas" means the areas shown shaded on Plan 2

"Publicly Accessible Open Space" or "PAOS" means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission including the within the Yard and Wick Walk spaces which shall be maintained and shall be freely accessible to the general public at all times

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

2.1 The Developer shall not Commence Development until the Delivery Plan has been submitted to and approved by the LPA.

2.2 The Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

3.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures;

3.1.2 any lawful requirements of the police or any other competent authority.

3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space except in accordance with the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 8.

SCHEDULE 10

CONSTRUCTION

1. DEFINITIONS

"National Considerate Constructors Scheme"

means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavement congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to respect of people

2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

The Developer shall carry out the Development in accordance with the National Considerate Constructors Scheme.

SCHEDULE 11

GREENWAY LINK

1. DEFINITIONS

- "Greenway Link"** means a public link through the Site between the pedestrian and cycle path on the embankment containing the Northern Outfall Sewer and Wick Lane
- "Greenway Link Plan"** means the plan attached at this Schedule
- "Greenway Link Scheme"** means a scheme for the provision of the Greenway Link in the location shown on the Greenway Link Plan which shall include:
- (a) the detailed design of the Greenway Link
 - (b) the timescale for the delivery of the Greenway Link which for the avoidance of doubt shall be provided no later than the Occupation of 50% of the Residential Units
 - (b) the specification of the Greenway Link including layout and types of paving and planting
 - (c) a management plan for the maintenance of the Greenway Link

2. GREENWAY LINK

2.1 The Developer covenants with the LPA:

2.1.1 that prior to the Commencement of Development it shall submit to the LPA for approval the Greenway Link Scheme; and

2.1.2 not to allow Commencement of Development to occur until the LPA has approved the Greenway Link Scheme (approval not to be unreasonably withheld or delayed).

2.2 The Developer covenants with the LPA to fully implement and comply with the approved Greenway Link Scheme.

Notes:
Do not scale from this drawing



Plan showing the Greenway Link and Wick Walk

dRMM
30.06.17
398-WL-SK180 REV.00

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of LONDON LEGACY DEVELOPMENT CORPORATION in the presence of:-

)
)
)


Director—
Authorised Signatory
Director/Secretary



EXECUTED as a Deed (but not delivered until dated) by TAYLOR WIMPEY PLC UK LIMITED acting by two Directors or a Director and the Secretary:- *both having signed in the presence of a single witness!*

)
)
)
)
)

Director
Director/Secretary


Christopher J Hewett
Attorney

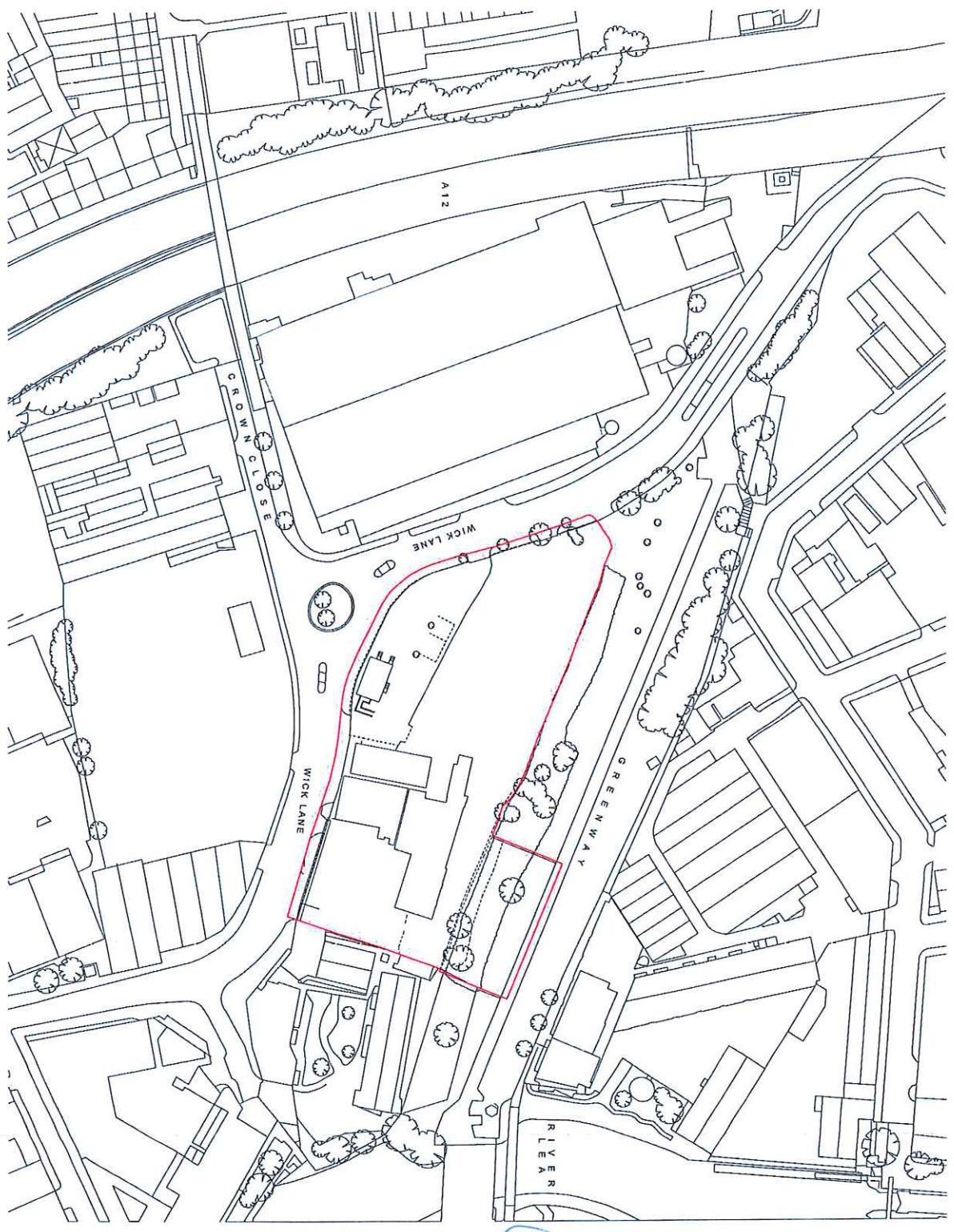

Lisa J Duncan
Attorney


Elizabeth Fletcher
Legal Secretary
Taylor Wimpey UK Limited
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Bury St Edmunds
IP32 7AR


Elizabeth Fletcher
Legal Secretary
Taylor Wimpey UK Limited
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APPENDIX 1

PLAN 1



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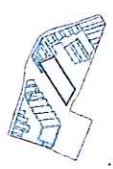
Taylor Wimpey

NOT TO SCALE
 THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DESIGN OR CONTRACT.
 THE DESIGNER ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING CONSEQUENTIAL DAMAGES,
 ARISING FROM THE USE OF THIS PLAN OR FROM ANY OTHER DESIGN OR CONTRACT.
 THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT.
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ATTENTION BOUNDARY



dhm
 Design & Home Management
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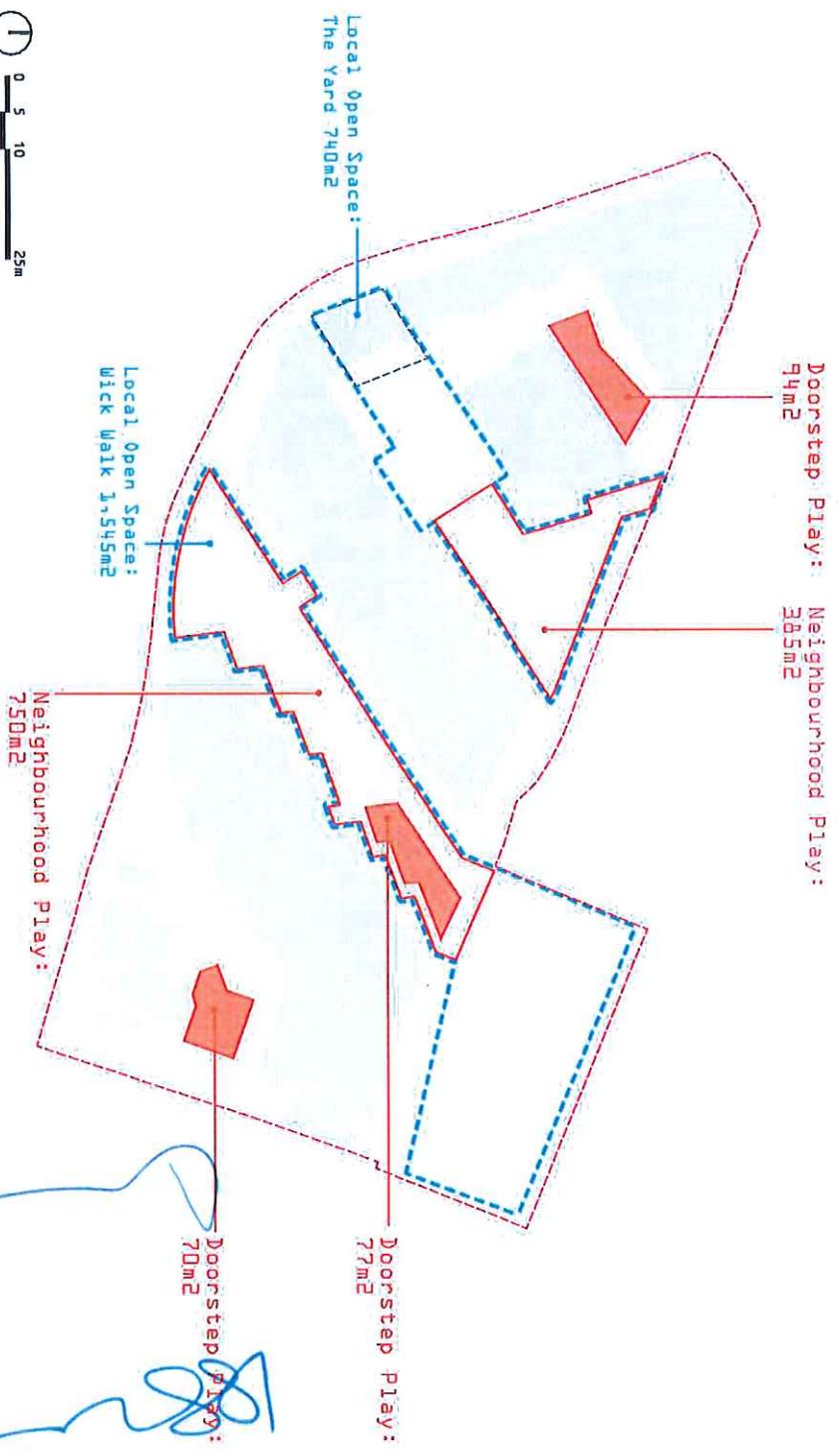
SITE LOCATION PLAN

PROJECT: WICK LANE
 SCALE: 1:1250 A3
 DRAWING NO: 388-WL-SITE-103
 DATE: 1

APPENDIX 2

PLAN 2

- Legend**
-  Local Open Space
Total Area: 2,310m²
 -  Doorstep Play
Total Area: 250m² of
dedicated play space
 -  Neighbourhood Play
Total Area: 1,135m² of
incidental play space



① 0 5 10 25m
Play and Activities Strategy Diagram (NTS)



Sculptural play forms



Incidental play on grass lawns



Doorstep play

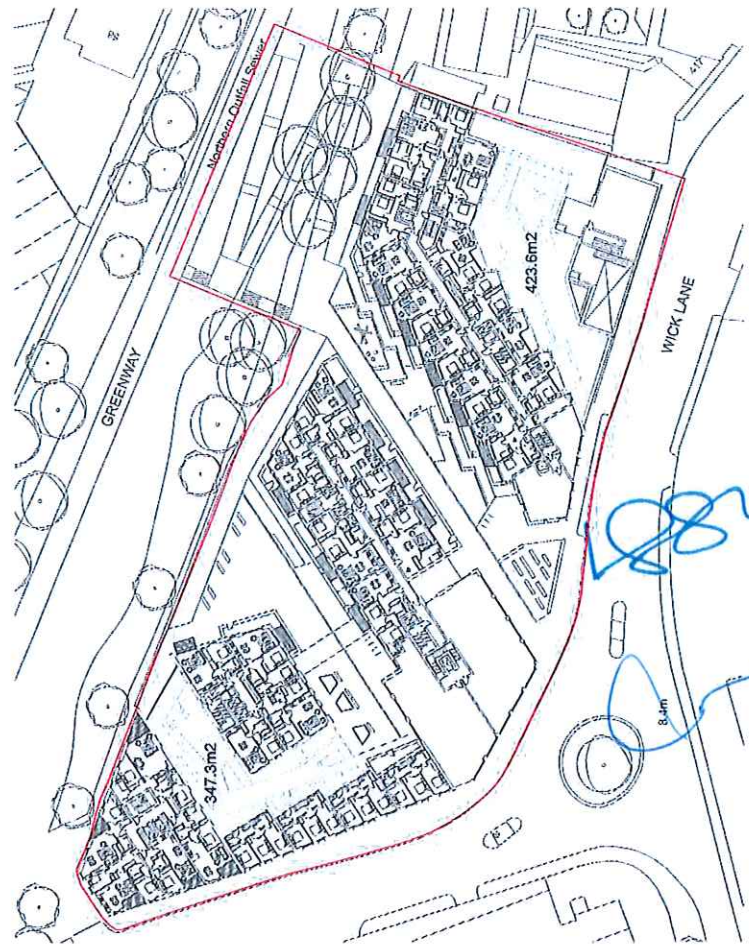


Planting providing a play framework

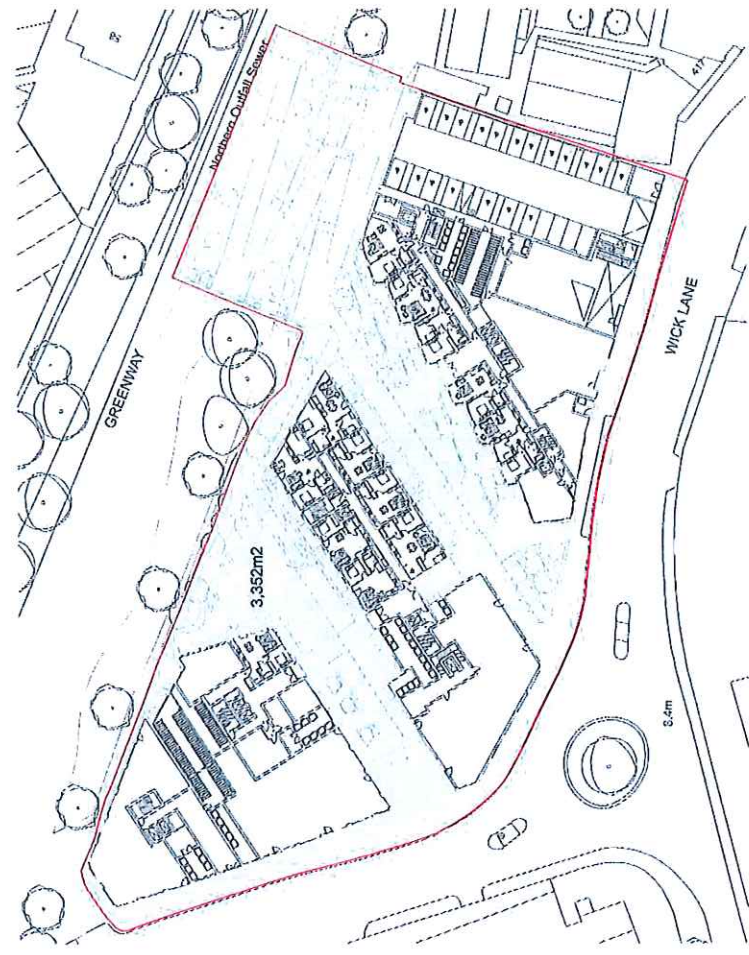
APPENDIX 3

PLAN 3

1. November 2014
 Die hierin enthaltenen Zeichnungen sind Eigentum der URS Projekt AG und dürfen ohne schriftliche Genehmigung der URS Projekt AG nicht weitergegeben, kopiert, verändert oder in irgendeiner Weise öffentlich zugänglich gemacht werden. Die URS Projekt AG übernimmt keine Haftung für Schäden, die aus dem Gebrauch dieser Zeichnungen resultieren. Die URS Projekt AG ist nicht verantwortlich für die Richtigkeit der hierin enthaltenen Zeichnungen. Die URS Projekt AG ist nicht verantwortlich für die Richtigkeit der hierin enthaltenen Zeichnungen. Die URS Projekt AG ist nicht verantwortlich für die Richtigkeit der hierin enthaltenen Zeichnungen.



PODIUM LEVEL COMMON AREAS



GRADE LEVEL COMMON AREAS

Handwritten signature in blue ink.

COMMON AREAS PLAN
 dRMM
 10.06.14
 398-WL-SK162 REV.00

APPENDIX 4
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

**Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015**

Please see notes at the end of this notice

Applicant

Simon Barry,
c/o AECOM Planning (Planning Agent)

Agent

Paul Comerford
AECOM
8th Floor, Aldgate Tower
2 Leman Street
London
E1 8FA

Part I - Particulars of Application

Date of Application: 04-Jan-2017

Application No: 16/00685/FUL

Proposal: Demolition of 1,187.5sqm GIA of existing buildings and yard space comprising 278.2sqm Class B1, 220.4sqm Class B2 and 688.9sqm Sui Generis. Redevelopment of a mixed use scheme totalling 18,329sqm GIA floorspace comprising 175 residential units (14,848sqm) (Class C3), 2,503sqm employment space comprising 1,648sqm Class B1, 221sqm Class B2, and 345sqm commercial use (Class A1/A3) plus 289sqm of ancillary spaces, 660sqm on plot lower ground floor parking alongside 3,951sqm public realm, open space and associated vehicular access.

Location: 415 Wick Lane, London, E3 2JG

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

1. Time limit

The development shall be commenced before the expiration of three years from the date of the permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991.

2. Works in accordance with approved details

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development, including demolition and construction, shall be carried out in accordance with the following details and plan numbers:

389-WL-SITE-100-3; 389-WL-SITE-101-1; 389-WL-SITE-102-1; 389-WL-SITE-103-1; 389-WL-SITE-104-1; 389-WL-L00-200-6; 389-WL-L01-201-6; 389-WL-L02-202-6; 389-WL-L03-203-6; 389-WL-L04-204-6; 389-WL-L05-205-6; 389-WL-L06-206-6; 389-WL-LRF-207-6; 389-WL-ELE-401-3; 389-WL-ELE-402-3; 389-WL-ELE-403-3; 389-WL-ELE-404-3; 389-WL-405-3; 389-WL-ELE-406-3; 389-WL-ELE-410-1; 389-WL-ELE-411-2; 389-WL-ELE-430-1; 389-WL-ELE-431-1; 389-WL-ELE-432-1; 389-WL-ELE-433-1; 389-WL-ELE-433-1; 389-WL-ELE-434-1; 389-WL-ELE-435-1; 389-WL-ELE-436-1; 389-WL-SEC-300-1; WIC469-GRA-X-00-DR-L-3100-P; WIC469-GRA-X-00-DR-L-5100-P; Design and Access Statement Rev 2; Desk Study & Site Investigation Report; Report on Daylight & Sunlight Effects for Proposed Development at 415 Wick Lane; Transport Assessment Version 2; Archaeological Desk Based Assessment; Fire Strategy; Statement of Community Engagement; Report on Daylight and Sunlight Within Proposed Dwellings & Amenity Spaces at 415 Wick Lane; Preliminary Ecological Appraisal; London Plan Compliant Energy Report; Arboricultural Impact Assessment; Flood Risk Assessment Revision 2; 415 Wick Lane Pedestrian Wind Comfort Analysis Version 2; Townscape and Visual Impact Assessment Version 2; Heritage Statement; Planning Statement Version 2; Pre-Occupation Residential & Work Based Travel Plan; Construction Logistics Plan; Delivery & Servicing Plan Version 2; Air Quality Assessment; Environmental Management & Construction Logistics Plan; Noise Impact Assessment Version 2; Technical & Utilities Report Version 2; Open Space Management Strategy; Sustainability Statement Version 2; Drainage Strategy Version 2.

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.

3. Notice of Commencement

The development, including demolition, shall not be commenced until written notice of intention to commence the development has been given to the Local Planning Authority. The notice required by this condition shall only be given where there is a genuine prospect of development being commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Pre commencement justification: To enable the LPA to monitor development.

4. Archaeology

A) No demolition or development shall commence until a programme of archaeological work

including a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions, and all of the following:

- i. The programme and methodology of site investigation and recording.
- ii. The programme for post investigation assessment.
- iii. Provision to be made for analysis of the site investigation and recording.
- iv. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
- v. Provision to be made for archive deposition of the analysis and records of the site investigation.
- vi. Nomination of a competent person or persons/ organisation to undertake the works set out within the Written Scheme of Investigation.

B) No demolition or development shall take place other than in accordance with the Written Scheme of Investigation approved under part (A) of this condition.

C) 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 (A) of this condition and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: Development must not commence before this condition is discharged to safeguard the heritage within the Local Planning Authority area by ensuring that any archaeological remains that may exist on site are not permanently destroyed.

5. Code of Construction Practice

The Development, including demolition, shall not be commenced until a Code of Construction Practice has been submitted to and approved by the Local Planning Authority. An updated version of the Site Wide Code of Construction Practice to reflect any changes in policy or best practice guidance shall be submitted to the Local Planning Authority for approval no less frequently than once every three years. The Code of Construction Practice shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Code of Construction Practice shall include proposals for the following:

- Safeguarding of buried services
- Location and height of any proposed spoil stockpiles
- Hours of operation

The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impact.

Pre commencement justification: Submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

6. Construction & Demolition Noise Monitoring and Mitigation

Prior to commencement of development hereby permitted, a scheme for noise monitoring,

assessment and mitigation for all construction plant and processes shall be submitted to and approved by the Local Planning Authority. The scheme shall include:

- The identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
- The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
- The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
- The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
- The arrangements for implementing mitigation measures for sensitive premises during construction.

- The scheme shall be implemented in accordance with the approved details

Reason: to protect nearby sensitive receptors from unacceptable levels of noise.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

7. Construction & Demolition Dust Monitoring and Mitigation

Prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all construction activities has been submitted to and approved by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in November 2006 (or any subsequent revision) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.
- The scheme shall be implemented in accordance with the approved details

Reason: to protect nearby sensitive receptors from unacceptable levels of dust.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

8. Construction & Demolition Transport Management Plan

Prior to the commencement of the development hereby permitted, an updated Construction & Demolition Transport Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The updated Construction & Demolition Transport Management Plan will be required to demonstrate that all transport movements to and from the site will be undertaken in accordance with the Construction Logistics and Community Scheme (CLOCS) standards and shall be Fleet Operator Recognition Scheme (FORS) registered.

All construction and demolition activities shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures highway safety.

Pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation.

9. Construction & Demolition Waste Management Plan

The Development shall not be commenced until a Construction Waste Management Plan (CWMP) has been submitted to and approved by the Local Planning Authority. The objectives of the CWMP shall be to ensure all waste arising from the construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The CWMP shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The CWMP shall include as a minimum the following information:

- classification of all waste including hazardous waste according to current legislative provisions;
- performance measurement and target setting against estimated waste forecasts;
- reporting of project performance on quantities and options utilised;
- measures to minimise waste generation;
- opportunities for re-use or recycling;
- provision for the segregation of waste streams on the Site that are clearly labelled;
- licensing requirements for disposal sites;
- an appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
- measures to provide adequate training and awareness through toolbox talks; and
- returns policies for unwanted materials.

- The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Pre-commencement justification: To Submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

10. Borehole Management

A scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical purposes shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-development, for monitoring purposes will be secured, protected and inspected. The scheme shall be implemented as approved.

Reason: To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies

11. Piling Method Statement

No piling including impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and The Environment Agency. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.

12. Contamination

No development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall be commenced until a scheme that includes the following components to deal with the risks associated with contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme, based on a detailed assessment of the risk to all receptors that may be affected, including those off site.

3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4) A validation plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer- term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

Reason: To protect the water environment, including groundwater. The desk study indicates the potential presence of contamination from the previous uses.

Pre-commencement Justification: Remediation methods shall be agreed and completed prior to the use commencing on occupation of the site to ensure a safe environment for employees and residents/ occupants.

13. Verification Report

No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved validation plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, a maintenance timetable and arrangements for contingency action arising from the monitoring, as identified in the verification report. The long-term monitoring and maintenance plan shall be implemented in full as approved.

Reason: To protect the water environment, including groundwater from pollution and/or further deterioration.

14. Contamination – Monitoring and Maintenance

The development hereby permitted may not commence until a monitoring and maintenance plan in respect of contamination, including a timetable of monitoring and submission of reports to the Local Planning Authority, has been submitted to, and approved in writing by, the Local Planning Authority. Reports as specified in the approved plan, including details of any necessary contingency action arising from the monitoring, shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that the site does not pose any further risk to the water environment by managing any ongoing contamination issues and completing all necessary long-term remediation measures.

15. Contamination – Monitoring and Maintenance

The development hereby permitted may not commence until a monitoring and maintenance plan in respect of contamination, including a timetable of monitoring and submission of reports to the Local Planning Authority, has been submitted to, and approved in writing by, the Local Planning

Authority. Reports as specified in the approved plan, including details of any necessary contingency action arising from the monitoring, shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that the site does not pose any further risk to the water environment by managing any ongoing contamination issues and completing all necessary long-term remediation measures.

16. Surface Water Drainage

No infiltration of surface water drainage into the ground at the site is permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To protect the water environment including groundwater.

17. Potable Water

The residential dwellings hereby permitted shall achieve potable water use of 110 litres per person per day when calculated in line with the requirements of Building Regulations Part G2.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand. Potable Water

18. Residential standard – internal noise levels

There shall be no occupation of any residential unit hereby permitted, unless it is designed and constructed in accordance with BS8233:1999 'Sound insulation and noise reduction for buildings- Code of Practice' to attain the below internal noise levels.

Bedrooms- 30dB LAeq,T* and 40dB LAfmax

Living rooms- 30dB LAeq, D*

*T- Night-time 8 hours between 23:00-07:00

*D- Daytime 16 hours between 07:00-23:00.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

19. Noise and Vibration Attenuation

Prior to construction of above ground works, details of noise and vibration attenuation measures shall be submitted to and approved in writing by the Local Planning Authority. The residential units hereby permitted shall not be occupied until the measures, including glazing specification and measures taken to deal with residential/commercial interfaces, have been implemented. The approved noise and vibration attenuation measures shall thereafter be retained and maintained in working order for the duration of the use in accordance with the approved details.

Reason: To ensure an adequate standard of residential amenity.

20. Accessible Housing

At least ten per cent of the residential units hereby permitted shall be constructed to comply with Part M4(3) of the Building Regulations. Any communal areas and accesses serving the M4(3) compliant Wheelchair User Dwellings should also comply with Part M4(3). All other residential units, communal areas and accesses hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints.

21. Refuse storage

Before the first occupation of the Development hereby permitted, the refuse and recycling storage arrangements shown on the approved drawing/s shall be provided and made available for use by the occupiers of the Development and the facilities provided shall thereafter be retained for the life of the Development and neither they nor the space they occupy shall be used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

Pre commencement justification: To ensure there are refuse storage arrangements in place in advance of the use commencing to avoid highway and safety issues.

22. Car Park Management Plan

Prior to the occupation of the development hereby permitted, a car park management plan shall be submitted to and approved in writing by the local planning authority. The use hereby permitted shall thereafter be operated in accordance with the approved details. The submitted details will include the following:

- a) The provision of a car club parking space;
- b) Details of allocation, management, and monitoring of Blue Badge parking;
- c) The number and location of electric vehicle charging points; and
- d) Secure access arrangements to the car park.

Reason: To avoid obstruction of the surrounding streets and limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area.

23. Permit Free

No occupiers of the residential units hereby permitted, with the exception of disabled persons who are blue badge holders, shall apply to the Council for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Council within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets.

24. Permit Free Details

Prior to the occupation of the development hereby permitted, arrangements shall be agreed in writing with the Local Planning Authority and be put in place to ensure that, with the exception of disabled persons, no resident of the development shall obtain a resident's parking permit within any controlled parking zone which may be in force in the area at any time.

Reason: To avoid obstruction of the surrounding streets.

25. Cycle Parking

Prior to the occupation of the development hereby permitted, details of the provision to be made for internal and external cycle parking shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the use hereby permitted commences and shall thereafter be retained solely for its designated use.

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

26. Service Equipment

Prior to the occupation of any complimentary retail unit to be used for food and drink use (Use Classes A3 – A5), details and full specifications of fume extraction equipment shall be submitted to and approved in writing by the local planning authority. The development shall be completed in accordance with the approved details and specification and the use of the retail unit shall not commence until the approved fume extraction equipment has been installed and is fully operational. The approved fume extraction equipment shall thereafter be retained and maintained in accordance with manufacturer's instructions.

Reason: To ensure appropriate appearance and that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally.

27. Landscaping

Prior to the occupation of the development hereby permitted, a landscaping scheme shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter carried out in accordance with the approved details within 6 months of the date of occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice. The submitted details are expected to demonstrate the following:

a) The quantity, size, species, position and the proposed time of planting of all trees and shrubs to be planted.

b) An indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection, including the replacement of any dead species within 5 years from first planting.

c) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape.

d) Details of external lighting (including lighting design for Wick Walk).

Reason: In order to ensure high quality soft landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

28. BREEAM

Prior to occupation of the commercial units, a final code certificate shall be obtained and submitted to the Local Planning Authority confirming the commercial development hereby permitted has achieved a minimum BREEAM New Construction rating of 'Very Good'.

Reason: To ensure that the development has an acceptable level of sustainability.

29. Detailed Drawings

Prior to commencement of the relevant part of the development hereby permitted, detailed drawings (at scales of 1:5, 1:10 or 1:20 where appropriate) of the following architectural features shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Windows;
- b) Building entrances (including car park, plant and refuse);
- c) Shopfronts;
- d) Balconies including soffit and balustrade detailing; and
- e) Means of enclosure to car park;
- f) Privacy Screens.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted will secure high quality design and detailing and minimise impact on neighbouring properties.

30. Materials

Prior to commencement of the relevant part of the development hereby permitted, samples of the below materials shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Corrugated metallic cladding;
- b) Brick (including mortar);
- c) Ceramic roof tiles;
- d) Standing seam metal panels;
- e) Wired cast glass; and
- f) Privacy Screens

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted will secure high quality design and detailing and minimise impact on neighbouring properties.

31. Green Roof

Prior to the installation of the green roof, a detailed specification of the green roof shall be submitted to and approved in writing by the local planning authority. The specification shall include details of the quantity, size, species, position and the proposed time of planting of all elements of the green roof, together with details of their anticipated routine maintenance and protection. The green roof shall only be installed and thereafter maintained in accordance with the approved details.

Reason: To safeguard the visual amenities of the area.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: **XX-XXX-2017**



Anthony Hollingsworth
Director of Planning Policy and Decisions
London Legacy Development Corporation

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.