

**DATED** 27 JANUARY 2023

**(1) LONDON LEGACY DEVELOPMENT CORPORATION**

**(2) SARAH PRICE and ANTHONY WAYNE PRICE**

and

**(3) STOUR ROAD LIMITED**

---

**PLANNING OBLIGATION BY AGREEMENT**  
made pursuant to section 106 of the Town and Country  
Planning Act 1990  
and all other powers enabling  
relating to the Former Piano Factory, Stour Road,  
London, E3 2NT

---



**Pinsent Masons**

## CONTENTS

Clause	Page
1 INTERPRETATION.....	1
2 EFFECT OF THIS AGREEMENT.....	7
3 CONDITIONALITY.....	8
4 THE DEVELOPER'S COVENANTS WITH THE LPA.....	9
5 THE LPA'S COVENANTS WITH THE DEVELOPER.....	9
6 NOTICES.....	10
7 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT.....	10
8 VERIFICATION AND ENFORCEMENT.....	11
9 DISPUTE RESOLUTION.....	11
10 NO WAIVER.....	12
11 DUTY TO ACT REASONABLY AND IN GOOD FAITH.....	12
12 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	12
13 THE LPA'S COSTS.....	12
14 FINANCIAL CONTRIBUTIONS AND INDEXATION.....	12
15 INTEREST.....	12
16 JURISDICTION AND LEGAL EFFECT.....	12
17 EXECUTION.....	13
SCHEDULE 1 - AFFORDABLE STUDENT ACCOMMODATION.....	14
SCHEDULE 2 - VIABILITY REVIEW.....	16
SCHEDULE 3 - STUDENT ACCOMMODATION.....	25
SCHEDULE 4 – INCUBATOR WORKSPACE.....	28
SCHEDULE 5 – STOUR TRUST WORKSPACE.....	31
SCHEDULE 6 - TRANSPORT.....	36
SCHEDULE 7 - TRAVEL PLAN.....	39
SCHEDULE 8 – EMPLOYMENT AND TRAINING.....	42
SCHEDULE 9 - SUSTAINABILITY.....	43
SCHEDULE 10 – ESTATE MANAGEMENT.....	47
SCHEDULE 11 – PUBLIC OPEN SPACE.....	49

SCHEDULE 12 - DESIGN MONITORING .....	51
PART 1 - ORIGINAL DESIGN PRINCIPLES.....	59
PART 2 - MONITORING TEAM - ACTIONS AND DELIVERABLES.....	61
SCHEDULE 13 – NATIONAL CONSIDERATE CONSTRUCTORS SCHEME .....	65
SCHEDULE 14 – DEED OF VARIATION TO TRUMAN BREWERY SECTION 106 AGREEMENT.....	66
APPENDIX 1 - PLANS	
APPENDIX 2 - DRAFT PLANNING PERMISSION	

THIS AGREEMENT is made on

27 JANUARY 2023

~~2022~~

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, London, E20 1JN (the "LPA");
- (2) **SARAH PRICE** and **ANTHONY WAYNE PRICE** of Garlesters Farm House, Old Brentwood Road, Bulphan, Essex, RM14 3SL (the "Owner"); and
- (3) **STOUR ROAD LIMITED** of 843 Finchley Road, London, NW11 8NA (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 Owner has a freehold interest in the Site registered at the Land Registry with Title Number NGL385243 relating to part of the Site ("Freehold Land").
- (C) The Applicant has an agreement for purchase of the Freehold Land. The extent of the land that the Applicant will acquire is shown on Plan 2.
- (D) The Planning Application was validated by the LPA on 28 June 2022.
- (E) On 27 September 2022 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) 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.
- (G) 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
"Anticipated Substantial Implementation Date"	means the date on which the Owner reasonably considers in all the circumstances that the Development will be Substantially Implemented
"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 site clearance, demolition, 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
<b>"Commencement Date"</b>	means the date upon which the Development is Commenced
<b>"Completed"</b>	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
<b>"Comply"</b>	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" and "Complying" shall be construed accordingly
<b>"Condition"</b>	means a condition of the Planning Permission
<b>"Consent"</b>	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
<b>"Council"</b>	means the London Borough of Tower Hamlets and its successor in function
<b>"Council's Area"</b>	means the administrative area of the Council
<b>"Developer"</b>	shall have the meaning ascribed to it in Clause 1.2.7
<b>"Development"</b>	means the development of the Site and all other operations and/or works authorised by the Planning Permission
<b>"Dispute"</b>	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)
<b>"Expert"</b>	means an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute
<b>"First Occupation"</b>	means first Occupation of the Development or any part thereof and "First Occupy" shall be construed accordingly
<b>"Fit Out Works"</b>	means works comprised in the Development beyond Shell and Core
<b>"Highway Authority"</b>	means the Council and/or TfL (as applicable) or their successors in function
<b>"Index"</b>	means the All-in Tender Price Index or if the same shall cease to be published or a different index that the LPA deems to be more appropriate
<b>"Indexed"</b>	means in relation to an sum that it is to be increased in accordance with Clauses 16.2 and 16.3
<b>"Interest"</b>	means interest at 3% above the base lending rate of Barclays

Bank Plc from time to time

<b>"Occupy", "Occupied" and "Occupation"</b>	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
<b>"Off Site"</b>	means on land outside the Site
<b>"On Site"</b>	means on land within the Site
<b>"Parties"</b>	means the parties to this Agreement and the word "Party" shall mean either one of them
<b>"Plan 1"</b>	means the plan attached at Appendix 1 of this Agreement showing the Site and marked "Plan 1"
<b>"Plan 2"</b>	means the plan attached at Appendix 1 of this Agreement showing the Freehold Land and marked "Plan 2"
<b>"Plan 3"</b>	means the plan attached at Appendix 1 of this Agreement showing the Incubator Workspace and marked "Plan 3"
<b>"Plan 4"</b>	means the plan attached at Appendix 1 of this Agreement showing the Stour Trust Workspace and marked "Plan 4"
<b>"Plan 5"</b>	means the plan attached at Appendix 1 of this Agreement showing the Highway Works and marked "Plan 5"
<b>"Plan 6"</b>	means the plan attached at Appendix 1 of this Agreement showing the Common Areas and marked "Plan 6"
<b>"Plan 7"</b>	means the plan attached at Appendix 1 of this Agreement showing the Publicly Accessible Open Space and marked "Plan 7"
<b>"Planning Application"</b>	means the application for full planning permission submitted to the LPA and given reference number 22/00267/FUL by the LPA for the retention of and minor renovation works to the chimney, demolition of all other existing buildings and the construction of three buildings ranging in height from 5 to 7 storeys to provide 204 rooms and ancillary amenity space (purpose built student accommodation Sui Generis), 1,406 sqm (GIA) of commercial floorspace (Class E(g)(iii)) with associated external commercial yard space, along with hard and soft landscaping, public realm improvements, parking cycle parking, refuse/recycling stores and associated works
<b>"Planning Permission"</b>	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 2
<b>"Preparatory Works"</b>	means the following enabling works: <ul style="list-style-type: none"><li>(a) archaeological investigations;</li><li>(b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions;</li></ul>

- (c) site clearance;
- (d) demolition of existing buildings On Site;
- (e) the erection of hoardings or other means of enclosure for site security operations;
- (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development;
- (g) (so far as is necessary) the creation of temporary access to the Site; and
- (h) (so far as is necessary) the diversion of services

**"Private Student Accommodation Units"** means Student Accommodation Units which are not Affordable Student Accommodation Units (as defined in Schedule 1) provided pursuant to 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 fulfil 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

**"Site"** means the land shown edged red on Plan 1

**"Student Accommodation"** means the 204 Student Accommodation Units to be provided as part of the Development

**"Student Accommodation Unit"** means any single studio or single bedroom unit forming part of the Student Accommodation

**"Substantial Implementation"** means Commencement of Development has occurred in addition to the following:

- (a) the Preparatory Works have been completed; and
- (b) all ground works (including laying of the ground floor slab) have been completed

and **"Substantially Implement"** and **"Substantially Implemented"** shall be construed accordingly

**"Superstructure Works"** means the construction of any one or more of the following parts of any Building, after construction of its foundations:-

- (a) frame: load bearing framework
- (b) upper floors: suspended floors, balconies, walkways and top landings
- (c) roof: roof structure, roof coverings and roof drainage
- (d) stairs and ramps: construction of ramps and stairs connecting floors at different levels; external walls: construction of all the external enclosing walls
- (e) windows, doors and openings in external walls

**"TfL"** means Transport for London or its successor in function

**"Truman Brewery Development"** means development of the former Truman Brewery, Units 1-6, Stour Road, London E3 2NT pursuant to planning permission 19/00185/FUL (or any associated section 73 permission)

**"Truman Brewery Section 106 Agreement"** means an agreement entered into under Section 106 of the 1990 Act by (1) the LPA, (2) H Company 2 Limited and (3) Southern Grove Hackney Wick Limited dated 27 August 2020 relating to the Truman Brewery Development

**"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:-

- (i) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (ii) paragraph is to a paragraph of a Schedule to this Agreement;
- (iii) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (iv) Recital is to a Recital to this Agreement; and
- (v) 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:-

- (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (ii) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and



- (iii) 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, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) the Applicant and the Owner;
- (b) persons deriving title from the Applicant and the Owner; and
- (c) the Applicant's and the Owner's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 references to the LPA include its successor bodies in function;
- 1.2.10 "including" means "including without limitation";
- 1.2.11 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;
- 1.2.12 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.13 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;
- 1.2.14 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 11 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.

1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

## 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, section 16 of the Greater London Councils (General Powers) Act 1974 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, 2.6 and 2.7 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 individual occupiers of the Student Accommodation Units (save for the obligations in paragraph 5.1.3 of Schedule 3 which are intended to be enforceable against such occupiers); or

2.4.3 individual occupiers or lessees of individual units of the Incubator Workspace or Stour Trust (as defined in Schedule 4 and Schedule 5 respectively) who are in physical Occupation of such units.

2.5 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.

2.6 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.

2.7 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.

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

2.9 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 Owner) modified.

2.10 Subject to Clause 2.11 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.

2.11 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 and Clauses 2, 6.1.2 to 6.1.4, 8, 11, 13, 15, 18, 19 which shall come into effect immediately upon completion of this Agreement.

### 4. **VARIATION TO TRUMAN BREWERY SECTION 106 AGREEMENT**

5. Prior to Commencement of the Development, the Developer shall procure that a deed of variation to the Truman Brewery Section 106 Agreement substantially in the form attached at Schedule 14 is entered into by the parties named in that deed.



## 6. THE DEVELOPER'S COVENANTS WITH THE LPA

- 6.1 The Developer covenants with the LPA that it shall:-
- 6.1.1 perform and Comply with, and 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;
- 6.1.2 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;
- 6.1.3 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; and
- 6.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

## 7. THE LPA'S COVENANTS WITH THE DEVELOPER

- 7.1 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.
- 7.2 Subject to Clause 7.5, 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.
- 7.3 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.
- 7.4 The LPA covenants with the Developer that it will pay to 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.
- 7.5 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 7.2 to 7.4 shall cease to apply in respect of those monies.
- 7.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 7.5 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.

## 8. NOTICES

8.1 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:-

8.1.1 if delivered by hand, the next Working Day after the day of delivery; and

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

8.2 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 9  
5 Endeavour Square  
London  
E20 1JN

For the attention of: Anthony Hollingsworth

### Owner:

Address: Garlesters Farm House, Old Brentwood Road, Bulphan,,  
Essex RM14 3SL  
For the attention of: Anthony Wayne Price

### Applicant:

Address: 832 Finchley Road, London NW11 8NA  
For the attention of: Tom Slingsby

8.3 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.

## 9. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

9.1 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.

9.2 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.

## 10. 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 5 (five) 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.

## 11. DISPUTE RESOLUTION

11.1 One party may by serving notice on all the other parties (the "Notice") refer a Dispute to an Expert for determination.

11.2 The Notice must specify:-

11.2.1 the nature, basis and brief description of the Dispute;

11.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

11.2.3 the proposed Expert.

11.3 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 11.7 provides otherwise) to nominate the Expert at their joint expense.

11.4 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.

11.5 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.

11.6 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 5 (five) Working Days in respect of any such submission and material.

11.7 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:-

11.7.1 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;

11.7.2 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;

11.7.3 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;



11.7.4 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

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

**12. 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.

**13. 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.

**14. 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.

**15. THE LPA'S COSTS**

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

15.1 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).

**16. FINANCIAL CONTRIBUTIONS AND INDEXATION**

16.1 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.

16.2 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 the payment or financial contribution was agreed until the date such sums are paid (unless otherwise stated in this Agreement).

16.3 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 the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

**17. 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.

**18. JURISDICTION AND LEGAL EFFECT**

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

18.2 The provisions of this Agreement (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

19. **EXECUTION**

19.1 The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement. This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original. Such counterparts taken together shall constitute one and the same Deed and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties.

## SCHEDULE 1

### AFFORDABLE STUDENT ACCOMMODATION

#### 1. DEFINITIONS

"Affordable Accommodation"	Student	means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent pursuant to this Schedule 1 or Schedule 2
"Affordable Accommodation Unit"	Student	means any single studio or single bedroom unit forming part of the Affordable Student Accommodation
"Baseline Affordable Student Accommodation Units"		means the 77 Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of this Schedule
"London Accommodation Rent"	Student Affordable	means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report
"Perpetuity"		means a minimum term of one hundred and twenty five years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter
"RPI"		means the Retail Price Index published by the Office for National Statistics or any official publication substituted for it

#### 2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

2.1 Not less than 77 Student Accommodation Units shall be provided as Affordable Student Accommodation Units.

#### 3. DELIVERY OF AFFORDABLE STUDENT ACCOMMODATION UNITS

3.1 The Developer shall not carry out any Fit Out Works until details of the locations of the Baseline Affordable Student Accommodation Units (including 1:50 floor plans of the proposed units) have been submitted to and approved in writing by the LPA and thereafter the Baseline Affordable Student Accommodation Units shall be provided in Perpetuity in the approved locations unless alternative locations are agreed from time to time by the LPA in writing.

3.2 The Developer shall ensure that the design, construction and layout of the Affordable Student Accommodation Units are the equivalent of and shall be indistinguishable from the Private Student Accommodation Units.

3.3 None of the Private Student Accommodation Units shall be Occupied until:-

- (a) the Affordable Student Accommodation Units are Completed and made ready for Occupation; and
- (b) the Owner has complied with paragraph 2.1 of Schedule 3.

#### 4. AFFORDABLE RENTS

4.1 Subject to paragraph 4.3 the rent charges (inclusive of service charge, utilities and estate charges) for the letting of any Affordable Student Accommodation Units shall not exceed the London Student

Accommodation Affordable Rent applicable at the date of the relevant letting and thereafter any annual increases in such rent changes shall be capped at the increase in the RPI.

4.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Developer shall once every three years from the date of the First Occupation of the Development submit to the LPA a report detailing:

- 4.2.1 the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
- 4.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 4.1) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent.

4.3 In the event that the London Student Accommodation Affordable Rent ceases to be published annually, the Developer shall submit to the LPA for approval a report annually:

- 4.3.1 detailing the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit;
- 4.3.2 detailing the proposed rent charges (inclusive of service charge, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which (including service charge, utilities and estate charges), shall not exceed 55 per cent of the maximum income that a new full-time student studying in London and living away from home could receive from the Government's maintenance loan for living costs for that Academic Year; and
- 4.3.3 confirming that there are no other additional charges aside from the rent charges to be levied on the occupants of the Affordable Student Accommodation Units

and thereafter the proposed rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 4.3.



## SCHEDULE 2

### VIABILITY REVIEW

#### 1. DEFINITIONS

- "Additional Affordable Student Accommodation"** means Affordable Student Accommodation to be provided as part of the Development in addition to the Baseline Affordable Student Accommodation Units pursuant to the terms of this Schedule
- "Additional Affordable Student Accommodation Scheme"** means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review or Development Break Review concludes that Additional Affordable Student Accommodation is capable of being provided within the Development and which:
- (a) confirms which previously intended Private Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units;
  - (b) shows the location, size and internal layout of each Additional Affordable Student Accommodation Unit with reference to plans and drawings approved as part of the Planning Application;
  - (c) ensures that at least 10% of the Additional Affordable Student Accommodation Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
  - (d) provides an indicative timetable for construction and delivery of the Additional Affordable Student Accommodation Units;
  - (e) identifies any Partial Unit Contribution
- "Additional Affordable Student Accommodation Unit"** means a single studio or single bedroom unit forming part of the Additional Affordable Student Accommodation
- "Average Private Student Accommodation Values"** means the average value of Private Student Accommodation Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the GDV to be assessed by the LPA **PROVIDED THAT** where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at open market value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value

**"Build Costs"**

means the costs of demolition, construction, external works and assumed contingency allowance in respect of the whole Development supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:

- (a) agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant;
- (b) details of payments made or agreed to be paid in the relevant building contract;
- (c) receipted invoices;
- (d) costs certified by the Developer's quality surveyor, costs consultant or agent

and building costs excludes all internal costs of the Developer including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assessed by the LPA

**"Development Break"**

means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development

**"Development Break Review"**

means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development

**"Development Break Review Submission"**

means the following information to be submitted by the Developer to the LPA on an open book basis:

- (a) the applicable Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Student Accommodation can be provided; and
- (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme

**"Development Information"**

**Viability**

means the following information:

- (a) estimated GDV of the Private Student Accommodation Units;

- (b) Average Private Student Accommodation Values;
- (c) estimated Build Costs

AND including in each case supporting evidence to the LPA's reasonable satisfaction

**"Early Stage Review"**

means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development

**"Early Stage Review Submission"**

means the following information to be submitted by the Developer to the LPA on an open book basis:

- (a) the applicable Development Viability Information; and
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation can be provided; and
- (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme

**"Formula 1"**

means the following formula to be applied at any Early Stage Review and/or Development Break Review for determining surplus profit available for Additional Affordable Student Accommodation:

X = Surplus profit available for Additional Affordable Student Accommodation

$$X = ((A - B) - (D - E)) - P$$

A = estimated GDV for the Private Student Accommodation Units at the Review Date as determined at the time of the Viability Review (£)

B = estimated application stage GDV for the Private Student Accommodation Units at the date of the Planning Permission (£)

D = estimated Build Costs at the Review Date as determined at the time of the Viability Review (£)

E = assumed application stage Build Costs at the date of the Planning Permission (£) to be calculated using the following formula:  $D \div (F + 1)$

F = percentage change in Build Costs from the date of the Planning Permission to the Review Date with reference to the BCIS All-in Tender Price Index (%)

P = developer profit on change in GDV of the Private Student Accommodation Units (£) to be calculated using the following

formula:  $(A - B) * Y$ ;

Y = 15% (developer profit on gross development value of the Private Student Accommodation Units as determined as part of the Viability Review)

**"Formula 2"**

means the following formula for determining the amount of Additional Affordable Student Accommodation where the application of Formula 1 identifies a surplus profit:

X = Additional Affordable Student Accommodation Unit requirement

$$X = E + (A - B)$$

A = Average value of Private Student Accommodation Unit (£)

B = Average value of Affordable Student Accommodation Unit (£)

E = Surplus profit available for Additional Affordable Student Accommodation (as determined applying Formula 1) (£)

**"GDV"**

means the capitalised open market rental value of the Private Student Accommodation Units

based on detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

**"Memorandum"**

means a memorandum made in accordance with paragraph 7 of this Schedule

**"Non-Open Market Value"**

means a value below the open market value, for example due to a disposal or other related transaction:

- (a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988;
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser; and/or
- (c) where a transaction artificially reduces the value of a Student Accommodation Unit or Affordable Student Accommodation Unit which may include the following types of transaction:
  - (i) transactions between the Developer and subsidiary companies of the Developer
  - (ii) transactions between the Developer and its employees
  - (iii) transactions involving loans from the Developer
  - (iv) transactions involving other forms of deferred consideration



(v) transactions involving finance deals

(vi) transactions involving other property not comprised in the Development

(vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Student Accommodation Units or Affordable Student Accommodation Units;

(viii) transactions involving renting or granting of a licence to occupy a Private Student Accommodation Unit (including for example as private rented sector dwellings or other models)

Provided always that where bulk sales of more than one units are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction.

<b>"Partial Unit Contribution"</b>	means a financial contribution towards Affordable Student Accommodation in the LPA's administrative area payable where an Early Stage Review or a Development Break Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Student Accommodation Units or cannot deliver a complete number of Additional Affordable Student Accommodation Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)
<b>"Planned Resumption Date"</b>	means the anticipated date for resuming the Development following a Development Break
<b>"Public Subsidy"</b>	means any funding from the LPA and the Greater London Authority together with any additional public subsidy secured by the Developer to support the delivery of the Development
<b>"Review Date"</b>	means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date
<b>"Revised Substantial Implementation Date"</b>	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
<b>"RICS Valuation Standards"</b>	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
<b>"Substantial Implementation Long Stop Date"</b>	means the date 18 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
<b>"Viability Reviews"</b>	means any and all of the Early Stage Review and Development

## Break Review

<b>"Viability Submissions"</b>	<b>Review</b>	means any and all of the Early Stage Review Submission and the Development Break Review Submission
<b>"Viability Specialist"</b>		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 of this Agreement

## 2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

2.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.

2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:

- 2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
- 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
- 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.

2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.

2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 11 of this Agreement.

## 3. EARLY STAGE REVIEW

3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:

- 3.1.1 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date;
- 3.1.2 submit the Early Stage Review Submission to the LPA within 20 Working Days of Revised Substantial Implementation Date (or within such other timescale as may be agreed between the Developer and the LPA in writing); and
- 3.1.3 not Occupy the Development or any part thereof until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

#### 4. DEVELOPMENT BREAK REVIEW

4.1 The Developer shall notify the LPA in writing of a Development Break, and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.

4.2 Where a Development Break occurs, the Developer shall:

4.2.1 notify the LPA in writing of the Planned Resumption Date, and subsequently advise the LPA in writing of any change to the Planned Resumption Date;

4.2.2 submit the Development Break Review Submission to the LPA within 20 Working Days of the Planning Resumption Date (or within such other timescale as may be agreed between the Developer and the LPA in writing); and

4.2.3 not Occupy the Development or any part thereof until the Development Break Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

#### 5. VIABILITY REVIEWS

5.1 The Developer shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted, and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.

5.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:

5.2.1 its reasonable and properly incurred internal costs (including officer time); and

5.2.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

5.3 Upon receipt of a Viability Review Submission:

5.3.1 In the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;

5.3.2 The LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("Validation Date") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 5.3 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;

5.3.3 For a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and where agreed between the parties this may result in revisions to the Viability Review Submission;

5.3.4 Within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either: -



- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("Non-Acceptance Notice"); or
- (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Student Accommodation; or
- (c) it accepts the conclusions of the Viability Review Submission ("Acceptance Notice") and the Additional Affordable Student Accommodation Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.

5.4 In the event that pursuant to paragraph 5.3 above, the Developer and the LPA have not agreed the Viability Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 20 Working Days 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".

5.5 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Viability Review Submission.

5.6 In addition to the matters specified in paragraph 5.5, in making his determination the Viability Specialist shall have regard to: -

- 5.6.1 all relevant material submitted to him or her by the LPA and the Developer;
- 5.6.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise;
- 5.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Student Accommodation.

5.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Student Accommodation, his or her decision shall include an Additional Affordable Student Accommodation Scheme (the "Decision") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7 below.

## 6. DELIVERY OF ANY ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

6.1 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Student Accommodation is required to be provided and/or a Partial Unit Contribution is payable, the Developer shall prior to Occupation of any Private Student Accommodation Unit:

- 6.1.1 make any amendments to the Development required to accommodate such Additional Affordable Student Accommodation and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
- 6.1.2 provide such Additional Affordable Student Accommodation in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and
- 6.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist.

6.2 The Developer shall not Occupy any Private Student Accommodation Units unless and until:

- 6.2.1 the requirements of paragraph 6.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and

6.2.2 any Partial Unit Contribution identified in the Additional Affordable Student Accommodation Scheme has been fully paid to the LPA in cleared funds.

## 7. MEMORANDUM

7.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Student Accommodation Scheme), the Developer and the LPA shall record the Additional Affordable Student Accommodation Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

7.2 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 Additional Affordable Student Accommodation Scheme by way of a signed Memorandum between the LPA and the Developer dated 20".*

7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Student Accommodation Units being provided: -

7.3.1 the number of Additional Affordable Student Accommodation Units shall be included within the definition of Affordable Student Accommodation Units;

7.3.2 the number of Private Student Accommodation Units shall be reduced by the corresponding number of Additional Affordable Student Accommodation Units; and

7.3.3 the obligations in Schedule 2 shall apply to the Additional Affordable Student Accommodation to be provided within the Development and shall be construed such that any reference to "Affordable Student Accommodation Units" shall include the corresponding number of "Additional Affordable Student Accommodation" Units to be provided within the Development.

### SCHEDULE 3

#### STUDENT ACCOMMODATION

##### 1. DEFINITIONS

"Academic Year"		means the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
"End User"		means any educational establishments or institutions to be attended by Students
"Growth Boroughs"		means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney
"Higher Education Institution"	Education	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the LPA and the Developer from time to time
"Interested Higher Education Institution"	Higher Education	means the Higher Education Institution with whom the Developer has entered into a Nominations Agreement from time to time
"London Student Accommodation Affordable Rent"	Student	shall have the meaning given to it in Schedule 1
"Majority"		means 51% which for the avoidance of doubt may be considered to be achieved by rounding up from no less than 50.98%
"Nominations Agreement"		means a completed and binding agreement with a Higher Education Institution (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that either:  (a) secures the operation and management of Nominations Units by the Higher Education Institution directly; or  (b) grants rights to the Higher Education Institution to nominate any of its Students to become Occupants of Nominations Units
"Nominations Units"		means the Majority of the Student Accommodation Units which are subject to a Nominations Agreement, which must comprise all of the Affordable Student Accommodation Units and 27 Private Student Accommodation Units (being 13%) of the Student Accommodation Units)
"Private Student Accommodation Units"	Student	means Student Accommodation Units which are not Affordable Student Accommodation Units (as defined in Schedule 1 and provided pursuant to Schedule 1
"Students"		means students enrolled in a full-time higher education course at a Higher Education Institution and "Student" shall be construed accordingly

**2. NOMINATIONS AGREEMENT**

2.1 Prior to Occupation of the Student Accommodation Units the Developer shall submit the Nominations Agreement to the LPA and the Student Accommodation Units shall not be Occupied until the LPA has approved the Nominations Agreement.

2.2 The Developer covenants with the LPA to notify the LPA in writing upon:

2.2.1 the expiry or termination of a Nominations Agreement; and

2.2.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.

**3. OCCUPATION OF STUDENT ACCOMMODATION DURING ACADEMIC YEAR**

3.1 The Developer covenants that during the Academic Year the Student Accommodation shall only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):

3.1.1 to Students enrolled at the University of the Arts London;

3.1.2 to Students enrolled at Higher Education Institutions based in LLDC's administrative area;

3.1.3 to Students enrolled at Higher Education Institutions based in the Growth Boroughs; and

3.1.4 any other Students enrolled at Higher Education Institutions.

3.2 Subject to paragraph 4 of this Schedule 3, the Student Accommodation shall not be Occupied other than in accordance with the approved Nominations Agreement.

**4. OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR**

4.1 Subject to paragraph 5 of this Schedule 3 the Developer shall actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:

4.1.1 to any Student enrolled on a recognised educational course or placement;

4.1.2 as temporary accommodation for uses related to an End User educational and conference operations including the housing of temporary 'summer school' students;

4.1.3 as temporary accommodation for users related to a Higher Education Institution including academics, postgraduates or lecturers;

4.1.4 any delegates of an End User

or such other class of user as agreed with the LPA in writing.

4.2 No less than 8 Student Accommodation Units let outside the Academic Year shall be let on an affordable basis at a rate equivalent to the Baseline Affordable Student Accommodation Units.

**5. STUDENT ACCOMMODATION (GENERAL PROVISIONS)**

5.1 The Developer covenants with the LPA as follows:



- 5.1.1 to ensure that the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 4.1 of this Schedule 3 shall not:
- (a) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; or
  - (b) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 3 of this Schedule 3;
- 5.1.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;
- 5.1.3 to ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as student accommodation;
- 5.1.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and
- 5.1.5 that no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule 3.

## SCHEDULE 4

### INCUBATOR WORKSPACE

#### 1. DEFINITIONS

**"Incubator Workspace"** means the 552 m<sup>2</sup> (+/-3%) of floorspace within the Development to be used as commercial floorspace and which comprises the Incubator Workspace in accordance with this Schedule

**"Incubator Workspace Lease"** means the lease between the Developer and the Incubator Workspace Provider which shall be for a peppercorn and for a minimum term of 125 years

**"Incubator Workspace Plan"** means Plan 3 showing the location of the Incubator Workspace within the Development

**"Incubator Workspace Provider"** means the Incubator Workspace provider selected in accordance with the Affordable\*Workspace Strategy who will enter into the Incubator Workspace Lease *\*Incubator*

**"Incubator Workspace Rent"** means the rent the Developer or the Incubator Workspace Provider (as applicable) charges their end tenant which shall be: *AM*

a) a peppercorn in the case of the end user being a student of a higher education institution; or

b) in the case that the end user is not a student of a higher education institution, shall not exceed (but may be below) 70% of the market rent (where market rent is the rent which the tenancy might reasonably be expected to fetch at that time on the open market) (excluding utilities, service charge and business rates) on an annual basis in perpetuity

**"Incubator Workspace Strategy"** means a scheme containing the details and mechanisms for the provision and retention of the Incubator Workspace

**"Relocation Strategy"** means a written strategy identifying how the current business occupiers will be relocated to suitable premises within the Growth Boroughs

**"Shell and Core"** means accommodation constructed to shell and core finish as detailed below:

a) Lift with sufficient capacity;

b) Suitable ducts/connections for water and drainage in a location to enable future fit out by tenant;

c) Installation of service head for electricity;

d) Suitable ducts for telephone infrastructure

e) Powerfloated floors with sufficient thermal (and acoustic) insulation to comply with BREEAM, or equivalent standard; *and*

f) Windows, *AM*

~~g) Building control sign-off at shell and core; and~~

~~h) Relevant builders' warranties in place.~~

AM

## 2. WORKSPACE STRATEGY

2.1 No Student Accommodation Units shall be Occupied unless and until:-

2.1.1 the Developer has submitted the Incubator Workspace Strategy to the LPA for its approval; and

2.1.2 the LPA has given its approval in writing to the Incubator Workspace Strategy.

2.2 The Incubator Workspace Strategy shall include:-

2.2.1 details of the categories of person to whom the Incubator Workspace shall be made available including the selection criteria which shall for the avoidance of doubt give preference to:

(a) first, University of Arts London in respect of the Incubator Workspace; and

(b) second, small companies and businesses such as:-

(i) those with a social value (i.e. charities or social enterprises);

(ii) those with cultural values (i.e. creative and artists/ workspace, rehearsal and performance space and makerspaces);

(iii) those in disadvantaged groups in any sector;

(iv) those supporting educational outcomes through connections to schools, colleges or higher education; and

(v) those supporting start up and early stage business or regeneration;

2.2.2 details of how the Incubator Workspace will be allocated to the categories of businesses specified at paragraph 2.2.1 above;

2.2.3 the precise location and configuration of the Incubator Workspace as detailed on the Incubator Workspace Plan;

2.2.4 details of how the Incubator Workspace will be designed and marketed to meet the needs of small local companies and businesses specified at paragraph 2.2.1 above;

2.2.5 details of how the Incubator Workspace will be delivered noting that this should be to a minimum of Shell and Core;

2.2.6 details, including a signed heads of terms, of how the Incubator Workspace will be managed by an Incubator Workspace Provider;

2.2.7 details of how the inter relation between the Incubator Workspace and the Student Accommodation will be managed;

2.2.8 where it is proposed to dispose of or transfer the Incubator Workspace, details of the mechanism by which the Incubator Workspace will be transferred or disposed of including the arrangements to ensure that the Incubator Workspace shall be let at on an affordable basis in Perpetuity.



2.3 The Developer shall not less than twice a year from the date of the first Occupation of the first part of the Incubator Workspace until the later of the date on which all the Incubator Workspace is provided or 5 years after the Occupation of the first part of the Incubator Workspace:-

2.3.1 review the effectiveness of the Incubator Workspace Strategy; and

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

2.4 No Student Accommodation Units shall be Occupied unless and until the Incubator Workspace has been constructed and has been transferred to or an agreement for lease with the Incubator Workspace Provider has been entered into in accordance with the Incubator Workspace Strategy.

2.5 The Incubator Workspace shall be occupied in accordance with the approved Incubator Workspace Strategy.

**3. WORKSPACE RENT**

3.1 The rent charges for the Incubator Workspace shall not exceed the Incubator Workspace Rent.

**4. RELOCATION STRATEGY**

4.1 Prior to the Commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Relocation Strategy in relation to the Incubator Workspace and thereafter implement the approved Relocation Strategy prior to the Commencement of the Superstructure Works.

## SCHEDULE 5

### STOUR TRUST WORKSPACE

#### 1. DEFINITIONS

<b>Force Majeure Event</b>	means any circumstances not within the Developer's reasonable control including, without limitation:  (a) acts of God, flood, drought, earthquake or other natural disaster;  (b) epidemic or pandemic;  (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;  (d) nuclear, chemical or biological contamination or sonic boom;  (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;  (f) collapse of buildings, fire, explosion or accident;  (g) any labour or trade dispute, strikes, industrial action or lockouts;  (h) non-performance by suppliers, contractors or subcontractors; and  (i) interruption or failure of utility service.
<b>"Opening Hours"</b>	means the times of day that the Stour Trust Workspace will be open for people who are not occupants of the Stour Trust Workspace to visit as guests
<b>"Phase 1 Relocation Strategy"</b>	means a written strategy out details of the relocation of the occupants of the Truman Brewery Affordable Workspace to the Affordable Workspace in the Development.
<b>"Relocation Strategy"</b>	means a written strategy identifying how the current business occupiers will be relocated to suitable premises within the Growth Boroughs
<b>"Replacement Provider"</b>	means a replacement for Stour trust as the lessee of the Stour Trust Workspace Lease in the event that Stour trust is no longer able or willing to operate the Stour Trust Workspace
<b>"Replacement Provider Strategy"</b>	means a strategy to be submitted pursuant to paragraph 4 of this Schedule setting out a list of proposed replacements to Stour Trust as the lessee of the Stour Trust Workspace Lease in the event that Stour Trust is no longer able or willing to operate the Stour Trust Workspace
<b>"Shell and Core"</b>	means accommodation constructed to shell and core finish as detailed below:

- a) Lift with sufficient capacity;
- b) Suitable ducts/connections for water and drainage in a location to enable future fit out by tenant;
- c) Installation of service head for electricity;
- d) Suitable ducts for telephone infrastructure
- e) Powerfloated floors with sufficient thermal (and acoustic) insulation to comply with BREEAM, or equivalent standard; and
- f) Windows.

<b>“Stour Trust Workspace”</b>		means the Affordable Workspace to be provided covering 839m <sup>2</sup> of floorspace in the entirety of Block 2 as part of the Development in accordance with this Schedule
<b>“Stour Trust Workspace Lease”</b>		means the full repairing and insuring lease between the Developer and the Stour Trust Workspace Provider which shall be for a peppercorn and for a minimum term of 150 years
<b>“Stour Trust Workspace Plan”</b>		means Plan 4 showing the location of the Stour Trust Workspace within the Development
<b>“Stour Trust Workspace Provider”</b>		means Stour Trust or a Replacement Provider
<b>“Stour Trust Workspace Rent”</b>		means the rent the Developer or the Stour Trust Workspace Provider (as applicable) charges their end tenant which shall not exceed (but may be below) 70% of the market rent (where market rent is the rent which the tenancy might reasonably be expected to fetch at that time on the open market) (excluding utilities, service charge and business rates) on an annual basis in perpetuity
<b>“Stour Trust Workspace Strategy”</b>		means a scheme containing the details and mechanisms for the provision and retention of the Stour Trust Workspace
<b>“Truman Brewery Affordable Workspace”</b>		means the Affordable Workspace as defined in the Truman Brewery Section 106 Agreement
<b>“Workspace Delivery Penalty”</b>	<b>Building</b>	means the sum of five million pounds (£5,000,000) (Indexed) which shall be used by the LPA to deliver the Stour Trust Workspace
<b>“Workspace Delivery Penalty Notice”</b>	<b>Building</b>	means a notice issued to the Developer by the LPA requesting payment of the Workspace Building Delivery penalty following failure by the Developer to provide the Stour Trust Workspace in accordance with this Schedule
<b>“Workspace Access Hours”</b>	<b>Occupant</b>	means 24 hours/day on weekdays and weekends but excluding bank holidays

## 2. WORKSPACE STRATEGY

2.1 No Student Accommodation Units shall be Occupied unless and until:-

- 2.1.1 the Developer has submitted the Stour Trust Workspace Strategy to the LPA for its approval; and
- 2.1.2 the LPA has given its approval in writing to the Stour Trust Workspace Strategy.
- 2.2 The Stour Trust Workspace Strategy shall include:-
- 2.2.1 details of the categories of person to whom the Stour Trust Workspace shall be made available including the selection criteria which shall for the avoidance of doubt give preference to:
- (a) first, Stour Trust in respect of the Stour Trust Workspace; and
  - (b) second, small companies and businesses such as:-
    - (i) those with a social value (i.e. charities or social enterprises);
    - (ii) those with cultural values (i.e. creative and artists/ workspace, rehearsal and performance space and makerspaces);
    - (iii) those in disadvantaged groups in any sector;
    - (iv) those supporting educational outcomes through connections to schools, colleges or higher education; and
    - (v) those supporting start up and early stage business or regeneration;
- 2.2.2 details of how the Stour Trust Workspace will be allocated to the categories of businesses specified at paragraph 2.2.1 above;
- 2.2.3 the precise location and configuration of the Stour Trust Workspace as detailed on the Stour Trust Workspace Plan;
- 2.2.4 details of how the Stour Trust Workspace will be designed and marketed to meet the needs of small local companies and businesses specified at paragraph 2.2.1 above;
- 2.2.5 details of how the Stour Trust Workspace will be delivered noting that this should be to a minimum of Shell and Core;
- 2.2.6 details, including a signed heads of terms, of how the Stour Trust Workspace will be managed by the Stour Trust Workspace Provider;
- 2.2.7 details of how the inter relation between the Stour Trust Workspace and the Student Accommodation will be managed;
- 2.2.8 where it is proposed to dispose of or transfer the Stour Trust Workspace, details of the mechanism by which the Stour Trust Workspace will be transferred or disposed of including the arrangements to ensure that the Stour Trust Workspace shall be let at on an affordable basis in Perpetuity; and
- 2.2.9 details of the proposed Opening Hours.
- 2.3 The Developer shall not less than twice a year from the date of the first Occupation of the first part of the Stour Trust Workspace until the later of the date on which all the Stour Trust Workspace is provided or 5 years after the Occupation of the first part of the Stour Trust Workspace:-
- 2.3.1 review the effectiveness of the Stour Trust Workspace Strategy; and



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

2.4 Within either:

2.4.1 6 months of the Occupation of the Student Accommodation Units; or

2.4.2 Where the Developer and the LPA have agreed a new date pursuant to paragraph 2.6.2, that new date,

the Developer will construct the Stour Trust Workspace to practical completion and enter into the Stour Trust Workspace Lease.

2.5 Subject to paragraph 2.6, in the event that the covenant in paragraph 2.4 has not been complied with the Developer covenants with the LPA to pay the Workspace Building Delivery Penalty to the LPA within 15 Working Days of receipt of the Workspace Building Delivery Penalty Notice.

2.6 Paragraph 2.5 shall not apply if the Developer is prevented, hindered or delayed in or from complying with the covenant in paragraph 2.4 by a Force Majeure Event provided that:

2.6.1 the Developer has used Reasonable Endeavours to mitigate the effect of the Force Majeure Event on its compliance with the covenant in paragraph 2.4 and provided satisfactory evidence to the LPA of having done so; and

2.6.2 following the Force Majeure Event the Developer complies with the covenant in paragraph 2.4 within such new date to be agreed in writing with the LPA to allow the Developer a reasonable period to achieve practical completion having due regard to the nature and impact on the program of building works caused by the Force Majeure Event.

2.7 The Stour Trust Workspace shall be occupied in accordance with the approved Stour Trust Workspace Strategy.

2.8 The Stour Trust Workspace must allow access to occupants during the Workspace Occupant Access Hours but may restrict access to the Opening Hours for other visitors or users of the Stour Trust Workspace.

### 3. **RELOCATION STRATEGY**

3.1 Prior to the Commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Relocation Strategy in relation to the Stour Trust Workspace and thereafter implement the approved Relocation Strategy prior to the Commencement of the Superstructure Works.

3.2 Prior to the Commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Phase 1 Relocation Strategy and thereafter implement the approved Phase 1 Relocation Strategy prior to the Commencement of the Superstructure Works.

### 4. **CHANGE OF OPERATOR**

4.1 In the event that Stour Trust is no longer able or willing to be the lessee under the Stour Trust Workspace Lease and operate the Stour Trust Workspace, the Developer must submit to the LPA the Replacement Provider Strategy within two months of receipt of that information.

4.2 The Replacement Provider must be a community interest company or charity incorporated for the purpose of providing affordable workspaces for people in creative industries or another Replacement Provider agreed in writing with the LPA.

4.3 The Replacement Provider Strategy must include:-

4.3.1 details of the categories of person to whom the Stour Trust Workspace shall be made available including the selection criteria which shall for the avoidance of doubt give preference to:

(a) small companies and businesses such as:-

- (i) those with a social value (i.e. charities or social enterprises);
- (ii) those with cultural values (i.e. creative and artists/ workspace, rehearsal and performance space and makerspaces);
- (iii) those in disadvantaged groups in any sector;
- (iv) those supporting educational outcomes through connections to schools, colleges or higher education; and
- (v) those supporting start up and early stage business or regeneration;

4.3.2 details of how the Stour Trust Workspace will be allocated to the categories of businesses specified at paragraph 4.3.1 above;

4.3.3 details of how the Stour Trust Workspace will be designed and marketed to meet the needs of small local companies and businesses specified at paragraph 4.3.1 above;

4.3.4 details, including a signed heads of terms, of how the Stour Trust Workspace will be managed by the Replacement Provider;

4.3.5 details of how the inter relation between the Stour Trust Workspace and the Student Accommodation will be managed by the Replacement Provider;

4.3.6 where it is proposed to dispose of or transfer the Stour Trust Workspace, details of the mechanism by which the Stour Trust Workspace will be transferred or disposed of including the arrangements to ensure that the Stour Trust Workspace shall be let at on an affordable basis in Perpetuity.

## 5. **WORKSPACE RENT AND SERVICE CHARGE**

5.1 The rent charges for the letting of the Stour trust Workspace Rent shall not exceed the Stour Trust Workspace Rent.

5.2 The Developer will not charge a service charge under the Stour Trust Workspace Lease.

## SCHEDULE 6

### TRANSPORT

#### 1. DEFINITIONS

**"Bond"** means the sum of £60,000 in respect of the works required to convert existing parking bays into personalised blue badge parking bays

**"Canal and River Trust Contribution"** means £30,000 (thirty thousand pounds) to be passed to the Canal and River Trust to be used towards improvements to the River Lee towpath including access points from the River Lee towpath to the Site

**"Highway Agreement"** means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980

**"Highway Authority"**

means the *London Borough of Tower Hamlets*

*AH*

**"Highway Works"**

means the:

- (a) relocation of the vehicle crossover and planting street trees;
- (b) conversion of 4 (four) existing parking bays to Blue Badge spaces;
- (c) provision of 4 (four) electric vehicle charging points;
- (d) provision of the Bond to be used towards the conversion of existing parking bays to blue badge bays in the event that those works are not completed by the Developer;
- (e) amendments to on-street parking and loading bays;
- (f) tree build out around two existing trees on Stour Road;
- (g) extension and widening of footway on Beachy Road; and
- (h) construction of visibility splays and tracking.

as shown on Plan 5 together with:

- (i) where agreed with the Highway Authority pursuant to paragraph 3.1 of this Schedule, the delivery of car club car parking space with electric charging points on the highway.

*Transport*  
*AH* **"LLDC Construction Management Group"** means the group responsible for the implementation of the LLDC Construction Transport Management Plan which directs the way in which construction transport is managed, governed and delivered within the LLDC area and controlling the demolition and construction noise and vibration and dust impacts

*Transport*  
*AH* **"LLDC Construction Management Group"** means the sum of £20,000 (Indexed) to be paid to the LPA towards the administration of the LLDC Construction *Transport*

**Administration  
Contribution"**

**Management Group**

*Transport  
AM*

**"LLDC Construction  
Management Group  
Mitigation Contribution"**

means the sum of £50,000 (Indexed) to be paid to the LPA towards mitigating the impacts of construction of the Development

**2. HIGHWAY AGREEMENT**

2.1 Prior to Substantial Implementation the Developer shall agree with the LPA (in consultation with the Highway Authority) the Highway Works.

2.2 Prior to Substantial Implementation the Developer shall enter into a Highway Agreement with the Highway Authority for the provision of the Highway Works.

2.3 The Highway Works shall thereafter be delivered in accordance with the Highway Agreement.

2.4 The Highway Works shall be delivered prior to first Occupation of the Development and there shall be no Occupation of the Development unless and until the Highway Works have been delivered in accordance with the Highway Agreement.

**3. CAR CLUB**

3.1 The Developer shall use Reasonable Endeavours to agree as part of the Highways Agreement required to be entered into pursuant to paragraph 2.2 of this Schedule the provision at its own cost of 1 (one) car club parking space with 4 (four) electric charging points on the public highway close to the Development the location of which is to be agreed in writing with the LPA (in consultation with the Highway Authority).

3.2 Where a car club parking space is agreed as part of the Highways Agreement pursuant to paragraph 3.1 the Developer shall: -

3.2.1 procure a car club operator to operate a car club vehicle in the parking space provided in accordance with paragraph 3.1 from First Occupation of the Development and to operate that car club vehicle for the lifetime of the Development commencing on First Occupation of the Development;

3.2.2 provide the first commercial tenant of each Workspace unit with free membership for a period of 5 years for the use of the car club; and

3.2.3 provide each Student who Occupies the Student Accommodation within a period of 5 years from First Occupation with free membership for a period of 1 year for the use of the car club.

**4. RESTRICTION ON ON-STREET PARKING PERMITS**

4.1 The Developer shall procure that:-

4.1.1 no occupier of any Student Accommodation Unit or Workspace shall apply for or obtain an onstreet parking permit to park a vehicle on the public highway at any time during the lifetime of the Development unless:

(a) such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970; and/or

(b) otherwise agreed with the Council; and



4.1.2 no Student Accommodation Unit or Workspace shall be occupied by any person unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's Area.

4.2 The Developer covenants with the LPA that:-

4.2.1 it shall include in each tenancy of a Student Accommodation Unit and Workspace lease or transfer a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970;

4.2.2 no Student Accommodation Unit or Workspace shall be Occupied unless the covenant set out in paragraph 5.2.1 above is contained in the transfer or lease for that unit;

4.2.3 it shall not dispose of to any person or Occupy or allow any person to Occupy unless a notice has been served on such person that the covenant set out in paragraph 5.2.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway; and

4.2.4 prior to the Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and thereafter notify the LPA in writing that such notification has been made.

TRANSPORT AM

5. **LLDC CONSTRUCTION MANAGEMENT GROUP**

5.1 With effect from the date of this Agreement the Developer shall:-

5.1.1 notify the LLDC Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

5.1.2 if invited to attend meetings of the LLDC Construction Transport Management Group, send one or more representatives to such meetings; and

5.1.3 provide such information to the LLDC Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

5.2 The obligation in paragraph 5.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

5.3 The Developer shall pay the LLDC Construction Transport Management Group Administration Contribution. No Development shall be Commenced until the Developer has paid both the LLDC Construction\*Management Group Administration Contribution and the LLDC Construction Management Group Mitigation Contribution. to the LPA.

Transport

AM

\*Transport

AM

6. **CANAL AND RIVER TRUST CONTRIBUTION**

6.1 The Developer shall pay the Canal and River Trust Contribution to the LPA prior to Substantial Implementation and the Developer shall not Substantially Implement until such payment has been made.

## SCHEDULE 7

### 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
"Sustainable Measures"	Transport	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
"Travel Plan"		means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"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 residents of, visitors to, and employees of, the Development
"Travel Plan Contribution"	Monitoring	means the sum of £10,000 (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plan
"Travel Plan Officer"	Monitoring	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 Report"	Monitoring	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 or are unlikely to be 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 Student Accommodation Unit and thereafter every 6 months on a rolling basis

## 2. TRAVEL PLAN

2.1 No later than one year prior to First Occupation the Developer shall:-

2.1.1 submit and obtain the LPA's approval to a 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 No part of the Development shall be Occupied until the Developer has:

2.2.1 submitted and obtained the LPA's approval to a Travel Plan; and

2.2.2 appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

2.3 The Travel Plan shall contain measures, commitments, targets and plans.

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

2.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;

2.4.2 contain clear commitments to measures, including investigation of potential additional measures;

2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

2.4.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';

2.4.5 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;



2.4.6 include a parking review plan which sets out a strategy for periodic review of the parking spaces; and

2.4.7 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; and

2.4.8 include a plan for monitoring use of the electric vehicle charging points.

2.5 The Developer shall implement the approved Travel Plan during the lifetime of the Development 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.

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

### 3. TRAVEL PLAN MONITORING

3.1 Prior to the Occupation of the Development the Developer shall pay to the LPA the Travel Plan Monitoring Contribution.

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

3.3 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.

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

3.5 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 or are unlikely to be 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 or are unlikely to be 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 8

### EMPLOYMENT AND TRAINING

#### 1. DEFINITIONS

- "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 Council's Area - the scheme known as Skillsmatch
- "London Living Wage"** means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA

#### 2. LOCAL LABOUR AND LOCAL BUSINESS

2.1 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:-

- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
- 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
- 2.1.4 the recruitment of persons living in the Growth Boroughs accounts for a total of between 25% and 85% of the end-use jobs at the Development;
- 2.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 2.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
- 2.1.7 work-based learning opportunities are provided at the Development, including not less than 2 apprenticeship opportunities during construction.

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

## SCHEDULE 9

### SUSTAINABILITY

#### 1. DEFINITIONS

- "Carbon Emissions Report"** means a report in respect of the Development setting out:
- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020);
  - (b) whether an On Site reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;
  - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved;
  - (d) if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
- "Carbon Offset Payment"** means £134,292.00 or other such amount as agreed by the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA's adopted Carbon Offset SPD (October 2022) as follows:
- $\text{Carbon gap (Tonnes of CO}_2\text{)} \times \text{Price of Carbon (£95)} \times \text{30 (years)} = \text{offset payment (Indexed)}$
- to be applied by the LPA in accordance with Part 5 of that SPD
- "Decarbonisation Measures"** means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Energy Performance Monitoring"** means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:
- (a) contextual data relating to the Development's reportable units;
  - (b) the energy and fuel imports into each reportable unit including data from national energy grids and

(if applicable) district heating connections;

(c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used;

(d) building energy storage equipment data

**"Energy Performance Monitoring Period"** means a period of not less than 5 years commencing on the date of First Occupation

**"Energy Performance Monitoring Report"** means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring

**"Future Proofing Measures"** means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes to enable future connection of the Development to the District Energy Network or any alternative Off Site district energy network

**"Viable"** means that connection to the District Energy Network or Off Site district energy network will not result in occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system

## 2. CONNECTION TO ENERGY NETWORK

2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure:

2.1.1 the extension of the District Energy Network to the Site; and

2.1.2 as an alternative in the event that the extension of the District Energy Network to the Site is not secured the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where any Off Site district energy network is located.

2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to:

2.2.1 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and

2.2.2 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.

2.3 If the report approved by the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible and Viable to extend or procure the extension of the District Energy Network to the Site, no Block shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.

2.4 If the report approved pursuant to paragraph 2.2.1 concludes that it will not be possible or Viable to connect all Blocks to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible and Viable to connect all Blocks to

an Off Site district energy network, no Block shall be Occupied unless and until it has been connected to the Off Site district energy network.

2.5 Save where the District Energy Network or an Off Site district energy network is extended to the Site:

2.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;

2.5.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and

2.5.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.

### 3. CARBON OFFSET PAYMENT

3.1 Prior to Commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Carbon Emissions Report.

3.2 No works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Emissions Report is approved by the LPA.

3.3 If the approved Carbon Emissions Report identifies that the Carbon Offset Payment is payable:

3.3.1 the Developer shall pay the Carbon Offset Payment to the LPA prior to commencement of the Superstructure Works; and

3.3.2 no works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Offset Payment has been paid to the LPA.

### 4. ENERGY PERFORMANCE MONITORING

4.1 In order to monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

4.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than 2 weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.

### 5. REDUCTION OF ENERGY DEMAND

5.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

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

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

5.1.3 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).



6. **BREEAM**

6.1 Without prejudice to the requirement in Condition 49 to achieve a BREEAM "Excellent" rating for the Development, the Developer shall:

6.1.1 use Reasonable Endeavours to achieve a BREEAM "Outstanding" rating for the Development;

6.1.2 provide a written report to the LPA every six months outlining the steps the Developer has taken and intends to take to satisfy the obligation in paragraph 6.1.1 above; and

6.1.3 within six months of Occupation notify the LPA in writing whether an "outstanding" rating has been achieved (such notice to be accompanied by an independently verified BREEAM report detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance).

## SCHEDULE 10

### 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 the Blocks

which are shown on Plan 6

**"Community Group"**

**Liaison**

means a community liaison group established by the Developer for the purpose of ensuring good relations with the existing surrounding community and approved pursuant to paragraph 3.1 and 3.2 below

**"Estate Strategy"**

**Management**

means the site wide estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 below

**"Publicly Accessible Open Space" or "PAOS"**

has the meaning ascribed to it in Schedule 11

**"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;
- (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;

2.1.3 management and co-ordination of the impact of Student move in/move out dates; and

2.1.4 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 for the lifetime of the Development.

3. **COMMUNITY LIAISON GROUP**

3.1 The Development shall not be Occupied until a plan of action for the Community Liaison Group has been submitted to the LPA for approval. The plan of action shall set out detailed proposals for the following:-

3.1.1 the composition of the Community Liaison Group;

3.1.2 when the Community Liaison Group will meet;

3.1.3 a programme of works for the Community Liaison Group; and

3.1.4 how the Developer believes the programme of works will promote good relations with the existing surrounding community.

3.2 No part of the Development shall be Occupied before the plan of action for the Community Liaison Group has been approved by the LPA.

3.3 The approved plan of action for the Community Liaison Group shall be implemented from First Occupation and thereafter for the lifetime of the Development.

## SCHEDULE 11

### PUBLIC OPEN SPACE

#### 1. DEFINITIONS

**"Delivery Plan"** means a detailed plan for the delivery and layout of the PAOS which shall contain at least the following information:-

- (a) the specification of the PAOS
- (b) proposals for design initiatives that would enhance provision for pedestrians and cyclists within and around the Development
- (c) the timing of the construction of the Residential Units and the delivery of the PAOS

**"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 out 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 3 days prior to the date such Permitted Closure is to commence

**"Public Contribution"** **Realm** means the sum of £150,000 (Indexed) which shall be used by the LPA towards the provision and/or improvement of public realm, walking and cycling provision and wayfinding in the vicinity of the Site



**"Publicly Accessible Open Space" or "PAOS"** means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission as shown on Plan 7 which shall be maintained and shall be freely accessible to the general public at all times

**2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE**

2.1 Prior to Substantial Implementation of Development the Developer shall submit and obtain the LPA's approval to the Delivery Plan.

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; and

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**

The Developer shall manage and maintain the Publicly Accessible Open Space for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 10.

**5. PUBLIC REALM CONTRIBUTION**

5.1 The Developer covenants to pay the Public Realm Contribution to the LPA prior to the Commencement of Development.

## SCHEDULE 12

### DESIGN MONITORING

#### 1. DEFINITIONS

- "Approved Drawings"** means the drawings relating to the Original Design Principles approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)
- "Architect"** means the architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 4.2.3 of this Schedule
- "Design Application"** means one of the following:
- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;
  - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;
  - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team or the Principal Monitoring Architect, as applicable, in relation to a Design Application to include the following:
- (a) report on the compliance of the Design Application with the Approved Drawings;
  - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and
  - (c) conclusion stating clearly whether the Monitoring Team or the Principal Monitoring Architect, as applicable, supports the approval of the Design Application, giving reasons
- "Design Conditions"** means Conditions 29, 30, 31, 33, 34, 35, 44, 48, 50, 55 and 61 of the Planning Permission and "Design Condition" means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team or the Principal Monitoring Architect to include the following:

- (a) report on the compliance of the completed Development with the Approved Drawings; and
- (b) conclusion stating clearly whether the Monitoring Team or the Principal Monitoring Architect consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

**"Design Monitoring Contribution"**

means the sum of:

- (a) £80,000 (eighty thousand pounds) (Indexed) where the Trigger Event falls within parts (a), (b) (c) or (d) or the definition of Trigger Event; and
- (b) £20,000 (twenty thousand pounds) (Indexed) where the Trigger Event falls within part (e) of the definition of Trigger Event,

to be paid in accordance with paragraph 4.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

**"Design Monitoring Plan"**

means the written document identifying the following:

- (a) the Original Design Principles;
- (b) the Design Conditions (including target dates for submission and discharge);
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;
- (f) key dates and milestones for information release and package reviews;
- (g) technical requirements in respect of the information to be submitted to the Monitoring

Team for review;

- (h) the construction phasing plan;
- (i) elements requiring development and resolution;
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and
- (k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

**"Design Monitoring Report"**

means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):

- (a) report on workshops held with overview of conclusions;
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information;
- (c) comments and recommendations on Design Applications;
- (d) any deviations from the Approved Drawings;
- (e) progress of construction of the Development and conformity with Approved Drawings;
- (f) status of previous comments and recommendations;
- (g) actions and decisions required in the next period;
- (h) conclusions; and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

**"Design Team"**

means the design team retained by the Developer as set out in the relevant Design Team Statement

**"Design Team Statement"**

means the written document by the Developer setting out the following information which shall be factually correct at the date the statement is given:

- (a) the members of the design team retained by the Developer in connection with the



	Development and their contact details; and
	(b) the scope of appointment of each member of the design team; and
	(c) if applicable identifying any members of the Planning Team no longer retained and the member(s) of the design team taking over their role
<b>"Development"</b>	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
<b>"Initial Design Monitoring Workshop"</b>	means the workshop to be held pursuant to paragraph 6.2
<b>"Landscape Architect"</b>	means JCLA or such other landscape architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 4.2.3 of this Schedule
<b>"Monitoring Team"</b>	means a team to be appointed pursuant to paragraph 6.5 comprising: <ul style="list-style-type: none"> <li>(a) the Architect and Landscape Architect; or</li> <li>(b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles</li> </ul>
<b>"Original Design Principles"</b>	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
<b>"Planning Team"</b>	means the Principal Monitoring Architect and the Landscape Architect
<b>"Principal Monitoring Architect"</b>	means Henley Halebrown
<b>"RIBA Stage 3 Technical Design"</b>	means RIBA Stage 3 technical design work
<b>"RIBA Stage 4 Technical Design"</b>	means RIBA Stage 4 technical design work
<b>"S73 Permission"</b>	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
<b>"S96A Amendment"</b>	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
<b>"Terminated"</b>	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason

including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly

**"Trigger Event"**

means the occurrence of one of the following events:

- (a) a Design Team Statement submitted pursuant to paragraph 3.1 confirms one or more members of the Planning Team are no longer retained;
- (b) a Design Team Statement submitted pursuant to paragraph 3.2.1 confirms RIBA Stage 3 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (c) a Design Team Statement submitted pursuant to paragraph 3.2.2 confirms RIBA Stage 4 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (d) a Design Team Statement submitted pursuant to paragraph 3.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 Technical Design in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 3.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings,

**2. PRINCIPAL MONITORING ARCHITECT**

2.1 Subject to paragraph 2.2, the Principal Monitoring Architect will be retained by the Developer:

- 2.1.1 to monitor the design of the Development;
- 2.1.2 to oversee compliance with the Original Design Principles;
- 2.1.3 to oversee compliance with the quality of the Approved Drawings;
- 2.1.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 2.1.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
- 2.1.6 to prepare and submit reports to the LPA on the request of the LPA;
- 2.1.7 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 2.1.8 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;

- 2.1.9 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified as requiring review by the Principal Monitoring Architect, and to re-inspect the areas as necessary once any comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 2.1.10 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 2.1.11 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions.

2.2 The obligations in paragraph 2.1 shall not apply if:

- 2.2.1 The LPA has approved an alternative member of the Planning Team in accordance with paragraph 5.1.2 or the Developer has paid any relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 5.1.3; or
- 2.2.2 The Principal Monitoring Architect ceases trading.

### 3. DESIGN TEAM STATEMENT

3.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.

3.2 Without prejudice to paragraph 3.1 the Developer shall submit a Design Team Statement to the LPA:

- 3.2.1 immediately following the commencement of the preparation of the RIBA Stage 3 Technical Design in connection with any Design Application, or immediately following the date of this Agreement if such preparation has begun on the date of this Agreement, if one or more members of the Planning Team has not been retained for the RIBA Stage 3 Technical Design;
- 3.2.2 immediately following the commencement of the preparation of the RIBA Stage 4 Technical Design in connection with any Design Application, or immediately following the date of this Agreement if such preparation has begun on the date of this Agreement, if one or more members of the Planning Team has not been retained for the RIBA Stage 4 Technical Design;
- 3.2.3 save where RIBA Stage 4 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
- 3.2.4 prior to Commencement of the Development and thereafter every 6 (six) months during the construction of the Development until its Completion.

### 4. DESIGN MONITORING CONTRIBUTION

4.1 Subject to paragraph 4.3, the Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event.

4.2 Subject to paragraph 4.3, it is hereby acknowledged and agreed that:

- 4.2.1 there may be more than one Trigger Event;
- 4.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and

- 4.2.3 an event shall not be deemed to be a Trigger Event where a suitable alternative has been proposed by the Developer and agreed in writing by the LPA.
- 4.3 It is hereby agreed and acknowledged by the Parties that:
- 4.3.1 the sum of all Design Monitoring Contributions payable pursuant to paragraph 4.1 shall not exceed £100,000 (One Hundred Thousand Pounds); and
- 4.3.2 where the sum of the Design Monitoring Contributions paid pursuant to paragraph 4.1 would exceed £100,000 (One Hundred Thousand Pounds) there shall be no requirement to pay any further Design Monitoring Contribution to the extent that it exceeds £100,000 (One Hundred Thousand Pounds).

## 5. RESTRICTION ON DEVELOPMENT

- 5.1 No Development shall be Commenced until either:-
- 5.1.1 the Developer has provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
- 5.1.2 the LPA has approved in writing any alternative members of the Planning Team;
- 5.1.3 subject to paragraph 4.3 above, the Developer has paid any relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 4 above; or
- 5.1.4 the Developer has provided evidence to the LPA's reasonable satisfaction that the Principal Monitoring Architect is retained in a monitoring capacity in accordance with paragraph 2 of this Schedule.
- 5.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

## 6. DESIGN MONITORING PROCESS

- 6.1 The Parties hereby agree that:
- 6.1.1 this paragraph 6 shall apply (and shall only apply) following a Trigger Event;
- 6.1.2 the obligations on the LPA in this paragraph 6 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.
- 6.2 Not more than 20 (twenty) Working Days following the Trigger Event the Developer and the LPA shall hold an initial workshop to:
- 6.2.1 discuss and agree how the Original Design Principles will be safeguarded;
- 6.2.2 discuss the appointment of the Monitoring Team;
- 6.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
- 6.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 6.4.
- 6.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:
- 6.3.1 the Design Team;
- 6.3.2 (if already appointed and different to the Planning Team) the Monitoring Team.



6.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 (ten) Working Days in advance of the Initial Design Monitoring Workshop.

6.5 Not later than 10 (ten) Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:

6.5.1 to monitor the design of the Development;

6.5.2 to oversee compliance with the Original Design Principles;

6.5.3 to oversee compliance with the quality of the Approved Drawings;

6.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;

6.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;

6.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 6.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 (twenty) Working Days following the Initial Design Monitoring Workshop;

6.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);

6.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;

6.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;

6.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;

6.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);

6.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and

6.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions,

and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.

6.6 The Developer shall:

6.6.1 comply with the requirements of the Developer identified in the final Design Monitoring Plan; and

6.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

## ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
<b>Building</b>	<p>Detailed drawings including drawings of: Principal features on the facades e.g. bay studies</p> <ul style="list-style-type: none"> <li>• Details of each envelope / roof type</li> <li>• Detailed brick elements including mortar joint profile</li> <li>• Details of glazing and curtain walling systems including any manifestation</li> <li>• Key junctions/bonds between materials/finishes</li> <li>• Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages</li> <li>• Parapets, roof edges, rooftop plant screening, lift over runs etc</li> <li>• Elevational location of all joints e.g. structural, movement, panels</li> <li>• Elevational location of all openings in envelope e.g. ventilation grilles, bird &amp; bat boxes</li> <li>• Elevational location of all items which are fixed to the façade e.g. fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes</li> <li>• Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces</li> <li>• Details of key architectural metalwork / screens / gates</li> <li>• Details of balconies and terraces including floor finishes</li> <li>• Balustrade details</li> <li>• Details of soffits and canopies</li> <li>• Details of external stairs</li> <li>• Junctions with neighbouring buildings</li> <li>• External signage details including elevations and sections</li> </ul> <p>Details of materials and products, including finishes, of: Façade and roof cladding materials</p> <ul style="list-style-type: none"> <li>• Brick and mortar type including mortar joint profile</li> <li>• Window / door types (including finishes, glass types and any manifestation)</li> </ul>

	<ul style="list-style-type: none"> <li>• Curtain wall (including finishes, glass types and any manifestation)</li> <li>• Facing metalwork (e.g. balustrades, service doors, screens, gates)</li> <li>• All items which are fixed / integrated to the façade (e.g. fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes)</li> <li>• Soffit and canopy materials</li> <li>• Balcony and terrace floor finishes</li> <li>• Samples of the above materials should be provided.</li> </ul>
<b>Landscape</b>	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> <li>• Hard + soft landscaping details/paving</li> <li>• Tree planting</li> <li>• Retaining structures</li> <li>• Ecology features</li> <li>• Interface/ conflict with highways</li> <li>• Details of green / brown roof system</li> </ul> <p>Details of materials and products, including finishes, of Hard + soft landscaping details/paving</p> <ul style="list-style-type: none"> <li>• Any other materials not listed but bespoke to building requirements</li> </ul>
<b>Sustainability/ M&amp;E (Building Services Engineer)</b>	<ul style="list-style-type: none"> <li>• Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use)</li> <li>• Heated/ unheated space &amp; airtightness strategy</li> <li>• Overheating prevention strategy</li> <li>• MEP principles and strategies</li> <li>• RCP plans where these affects external appearance such as walkways</li> <li>• Elements affecting façade such as vents or lighting</li> </ul>

Part 1

**MONITORING TEAM - ACTIONS AND DELIVERABLES**

Workstage	Action	Deliverables	Completion Date
<p><b>Pre RIBA Stage 3/4</b> Significantly before any RIBA Stage 3/4 Technical Design begins</p>	<p><b>Initial Design Monitoring Workshop:</b></p> <p>Following submission of the Design Team Statement, a workshop meeting should take place between the Developer &amp; LPA and should include discussion about:</p> <ul style="list-style-type: none"> <li>• Proposed Design Team members / organisations</li> <li>• Proposed Monitoring Team members / organisations</li> <li>• Proposed ways of working between the Monitoring Team and the Design Team</li> </ul> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safeguarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>	<p>Draft Design Monitoring Plan (provided by the Developer). For discussion with LLDC LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p><b>At RIBA Stage 3/4 Commencement</b> Immediately prior to technical design commencing</p>	<p><b>Design Monitoring Plan:</b></p> <p>Design Monitoring Plan to be produced by Monitoring Team &amp; submitted to the LPA for sign off, identifying:</p> <ul style="list-style-type: none"> <li>• The Original Design Principles</li> <li>• Physical material samples, mock-ups &amp; benchmarks for review &amp; sign off by Monitoring Team/ LPA (including relevant planning conditions)</li> <li>• Elements requiring development and resolution</li> <li>• Risk elements (such as those requiring resolution with suppliers / subcontractors)</li> <li>• Scope of Design Monitoring</li> </ul>	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 and/</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>



	<p><b>Reports</b></p> <ul style="list-style-type: none"> <li>• Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates &amp; milestones</li> <li>• Identify relevant planning conditions, and target dates for discharge</li> <li>• Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages)</li> <li>• Information release schedule and construction phase plan</li> </ul>		
<p><b>RIBA Stage 3 – 5</b> During Technical Design &amp; Construction</p>	<p><b>Design Monitoring Reports:</b></p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</p> <p>Monitoring Architect to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on progress against the Design Monitoring Plan</li> <li>• Report on workshops held, with overview of conclusions</li> <li>• Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period</li> <li>• Provide commentary and recommendations regarding submission of Design Applications by Design Team</li> <li>• Report on any deviations from the Approved Drawings</li> <li>• Report on progress on site, and conformity with design / approved planning documents (during stage</li> </ul>	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</p>	<p>Submission: DDDMMYY Approval: DDDMMYY</p>

	<p>5)</p> <ul style="list-style-type: none"> <li>• Commentary on S73 or 96A applications in the period if applicable</li> <li>• Status of previous comments and recommendations</li> <li>• Actions and decisions required in the next period</li> <li>• Conclusions</li> </ul>		
<p><b>RIBA Stage 3 – 5</b> During Technical Design &amp; Construction</p>	<p><b>Design Application Report</b> For each design related condition discharge a supporting report should be provided including:</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on compliance with the Approved Drawings</li> <li>• For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process</li> <li>• Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition</li> </ul>	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p><b>RIBA Stage 5</b> During construction</p>	<p><b>Design Monitoring Sample Reviews &amp; Site Visits:</b></p> <p><b>Sample reviews:</b> Carry out reviews of samples, mock-ups &amp; benchmarks areas of external envelope and landscaped areas (identified in planning condition &amp; Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p><b>Site Visits:</b> Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<p>prior to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.</p>		
<p><b>RIBA Stage 6</b> Handover</p>	<p><b>Design Monitoring Completion Letter:</b></p> <p>For each design related condition, a supporting letter at completion should be provided including:</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on compliance with the Approved Drawings</li> <li>• Commentary on compliance with the information submitted for discharge of conditions</li> <li>• Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings</li> </ul>	<p>Submit Design Monitoring Completion Letter to the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

## SCHEDULE 13

### NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

#### 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 pavements 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 the respect of people

#### 2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

2.1 The Developer covenants to:

2.1.1 comply with the National Considerate Constructors Scheme during demolition and construction of the Development;

2.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and

2.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 2.1.1 and 2.1.2 above for duration of the demolition and construction phase of the Development..



**SCHEDULE 14**

**DEED OF VARIATION TO TRUMAN BREWERY SECTION 106 AGREEMENT**

**DATED**

**(1) LONDON LEGACY DEVELOPMENT CORPORATION**

**AND**

**(2) CASL STOUR RD (LONDON) PROPERTY OWNER LIMITED**

**AND**

**(3) INVESTEC BANK PLC**

---

**DEED OF VARIATION  
UNDER SECTION 106 AND SECTION 106A OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 (AS AMENDED) AND ALL OTHER  
POWERS ENABLING**

**in relation to land known as  
the former Truman Brewery, Units 1-6, Stour Road, London E3 2NT**

---



**Pinsent Masons**

#135027245v5<ACTIVE> - Deed of Variation to s106 for Truman Brewery

**THIS AGREEMENT** is made on

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, London, E20 1JN (the "LPA");
- (2) **CASL STOUR RD (LONDON) PROPERTY OWNER LIMITED** (Company Number 11970955) whose registered office is at 2 Cross Keys Close, London W1U 2DF (the "Developer"); and
- (3) **INVESTEC BANK PLC** (Company Number 00489604) whose registered office is at 30 Gresham Street, London EC2V 7QP (the "Lender")

together, the "Parties".

**WHEREAS:-**

- (A) The LPA is the Local Planning Authority for the purposes of the Act and for the area in which the Site is situated.
- (B) The Developer is developing the Site pursuant to the Planning Permission.
- (C) The Original Agreement was entered into on 27 August 2020 by the Parties to secure the planning obligations contained in it and to enable the LPA to grant the Planning Permission.
- (D) The Planning Permission was granted on 27 August 2020.
- (E) The Parties have agreed to enter into this Deed in order to vary the Original Agreement in accordance with the provisions of clause 4 and Schedule 14 of the Stour Road S106.

**IT IS AGREED** as follows:-

**1. DEFINITIONS**

1.1 Words and expressions defined in the Original Agreement will have the same meaning in this Deed, unless the context otherwise requires.

1.2 In this Deed the following words and expressions have the following meaning:-

"Deed" means this deed of variation;

"Original Agreement" means an agreement made pursuant to Section 106 of the 1990 Act entered into on 27 August 2020 by the Parties;

"Stour Road Development" means development pursuant to planning permission reference 22/00267/FUL or any associated section 73 permission

"Stour Road Development Occupation Date" means the date the Stour Road Development is first occupied

"Stour Road S106" means an agreement made pursuant to Section 106 of the 1990 Act entered into on \_\_\_\_\_ by (1) London Legacy development Corporation, (2) Sarah Price and Anthony Wayne Price and (3) Stour Road Limited relating to the Stour Road Development

## 2. INTERPRETATION

- 2.1 The provisions in Clause 1 (Definitions) of the Original Agreement will apply to this Deed except where otherwise stated.
- 2.2 Where in this Deed reference is made to any Clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.3 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 2.4 A reference to a company shall include any company, corporate or other body corporate, wherever and however incorporated or established.
- 2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.7 The Clause and paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.8 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.9 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.10 Where any approval consent agreement or the like is required to be given pursuant to the terms of this Deed it shall be in writing and any approval, consent, confirmation or an expression of satisfaction is required under the terms of this Agreement shall not be unreasonably withheld or delayed.
- 2.11 Insofar as any Clause or Clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 2.12 Nothing in this Deed 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 Deed.

## 3. LEGAL EFFECT

4. The terms of this Deed shall take effect on the date of this Deed.
- 4.1 This Deed is supplemental to and varies the provisions of the Original Agreement.

## 5. STATUTORY PROVISIONS

- 5.1 This Deed is made pursuant to:-
- 5.1.1 Sections 106 and 106A of the 1990 Act;
  - 5.1.2 Section 111 of the Local Government Act 1972;
  - 5.1.3 Section 1 of the Localism Act 2011;
  - 5.1.4 Section 16 of the Greater London Council (General Powers) Act 1974; and



5.1.5 all other enabling powers.

**6. VARIATIONS TO THE ORIGINAL AGREEMENT**

6.1 The Parties agree that the Original Agreement will be varied as set out in Schedule 1 to this Deed on the date of this Deed.

6.2 The Parties agree that the Original Agreement will be further varied as set out in Schedule 2 to this Deed on the later of:

6.2.1 the Stour Road Development Occupation Date PROVIDED THAT the Development has also been first Occupied on that date; and

6.2.2 the date the Development is first Occupied.

6.3 The Original Agreement will remain in full force and effect, save as expressly varied by this Deed.

**7. COSTS**

On completion of this Deed the Developer shall pay the reasonable legal expenses incurred by the LPA in the preparation and negotiation of this Deed.

**8. REGISTRATION**

The LPA shall register this Deed in its Register of Local Land Charges as soon as practicable after the date of this Deed.

**9. WAIVER**

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

**10. RELEASE**

No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site (or part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

**11. DISPUTE RESOLUTION**

In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be governed by Clause 9 of the Original Agreement.

**12. THIRD PARTIES**

The Parties intend that no terms of this Deed may be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed.

**13. JURISDICTION**

This Deed of Variation including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.

14. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## SCHEDULE 1

### VARIATIONS TO THE ORIGINAL AGREEMENT

The Original Agreement shall be varied and supplemented as follows:-

1. The definition of "Affordable Workspace Lease" shall be deleted and replaced with the following:

*means the lease of the Affordable Workspace between the Owner and the Affordable Workspace Provider for a minimum term of 125 years at a peppercorn rent*

2. The definition of "Affordable Rent" shall be deleted and replaced with the following:

*means the rent the Developer or the Affordable Workspace Provider charges their end tenant which shall not exceed 70% of market rent (where market rent is the rent which the tenancy might reasonably be expected to fetch at that time on the open market) (excluding utilities, service charge and business rates) on an annual basis in perpetuity*

## SCHEDULE 2

### FURTHER VARIATIONS TO THE ORIGINAL AGREEMENT

1. In paragraph 2.1 of Schedule 1, replace "116" with "126".
2. The following definitions shall be deleted from Schedule 6: "Affordable Rent"; "Affordable Workspace"; "Affordable Workspace Lease"; "Affordable Workspace Plan"; "Affordable Workspace Provider" and "Affordable Workspace Scheme".
3. In the definition of "Workspace" in Schedule 6, the wording "1,433 metres square" shall be replaced with "1,908 metres square" and the wording "(excluding the Affordable Workspace)" shall be deleted.
4. In the definition of "Employment Building Delivery Penalty" in Schedule 6, the wording "and/or the Affordable Workspace" shall be deleted.
5. In the definition of "Employment Building Delivery Penalty Notice" in Schedule 6, the wording "and/or the Affordable Workspace" shall be deleted.
6. Delete paragraph 3 of Schedule 6 in its entirety.



**EXECUTED AS A DEED** by the Parties on the date which first appears in this Deed.

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

Director

Director/Secretary

**EXECUTED** as a Deed (but not delivered )  
until dated) by )  
**CASL STOUR RD (LONDON) PROPERTY** )  
**OWNER LIMITED** acting by two Directors or a )  
Director )  
and the Secretary:-

Director

Director/Secretary

**EXECUTED** as a Deed (but not delivered )  
until dated) by )  
**INVESTEC BANK PLC** acting by two Directors or )  
a Director )  
and the Secretary:- )

Director

Director/Secretary

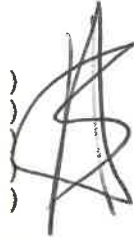


**IN WITNESS** whereof the parties have executed this Agreement the day and year first above written

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

Authorised signatory

**EXECUTED** as a Deed (but not delivered  
until dated) by )  
**STOUR ROAD LIMITED** )  
acting by two Directors or a Director )  
and the Secretary:- )



Director  
*Andrew Southern*  
Director/Secretary



*TOM SLINBY.*

**EXECUTED** as a Deed (but not delivered until dated) by **SARAH PRICE** and **ANTHONY WAYNE PRICE** each in the presence of a witness

Sarah Price



Witness signature:

Name of witness: AARON CAME

Address of witness: Cathedral Place Brentwood  
ESSEX

Occupation of witness: Solicitor

Anthony Price



Witness signature:

Name of witness: AARON CAME

Address of witness: Cathedral Place  
Brentwood ESSEX

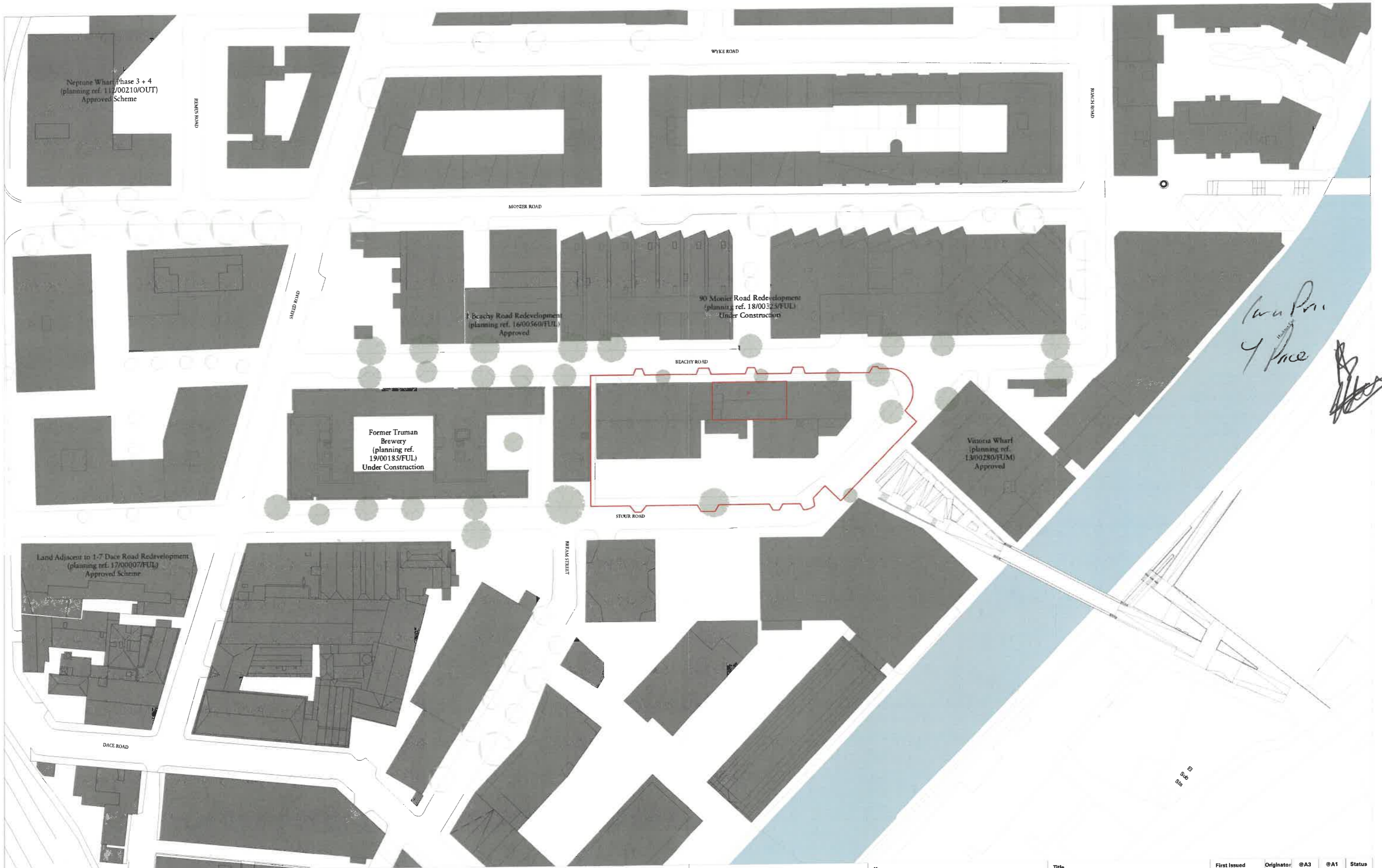
Occupation of witness: Solicitor



## APPENDIX 1

### PLANS

"Plan 1"	Site
"Plan 2"	Freehold Land
"Plan 3"	Incubator Workspace
"Plan 4"	Stour Trust Workspace
"Plan 5"	Highway Works
"Plan 6"	Common Areas
"Plan 7"	Publicly Accessible Open Space



- General notes**
1. Do not scale drawings. Dimensions govern.
  2. All dimensions are in millimeters unless noted otherwise.
  3. This drawing remains copyright of HHbR Ltd.
  4. This drawing is based on dimensional survey information provided by others. HHbR cannot accept responsibility for the accuracy of this survey information.
  5. All dimensions shall be verified on site before proceeding with work.
  6. HHbR shall be notified in writing of any discrepancies.

**Specific notes**

- Site Boundary
- Existing Trees
- Proposed Trees
- \* Existing Boiler House excluded from site boundary

Rev.	Date	Reason for issue	Check

**Key**



**Title**  
Existing Site Location Plan

**Client**  
Southern Grove  
**Project**  
Piano Factory

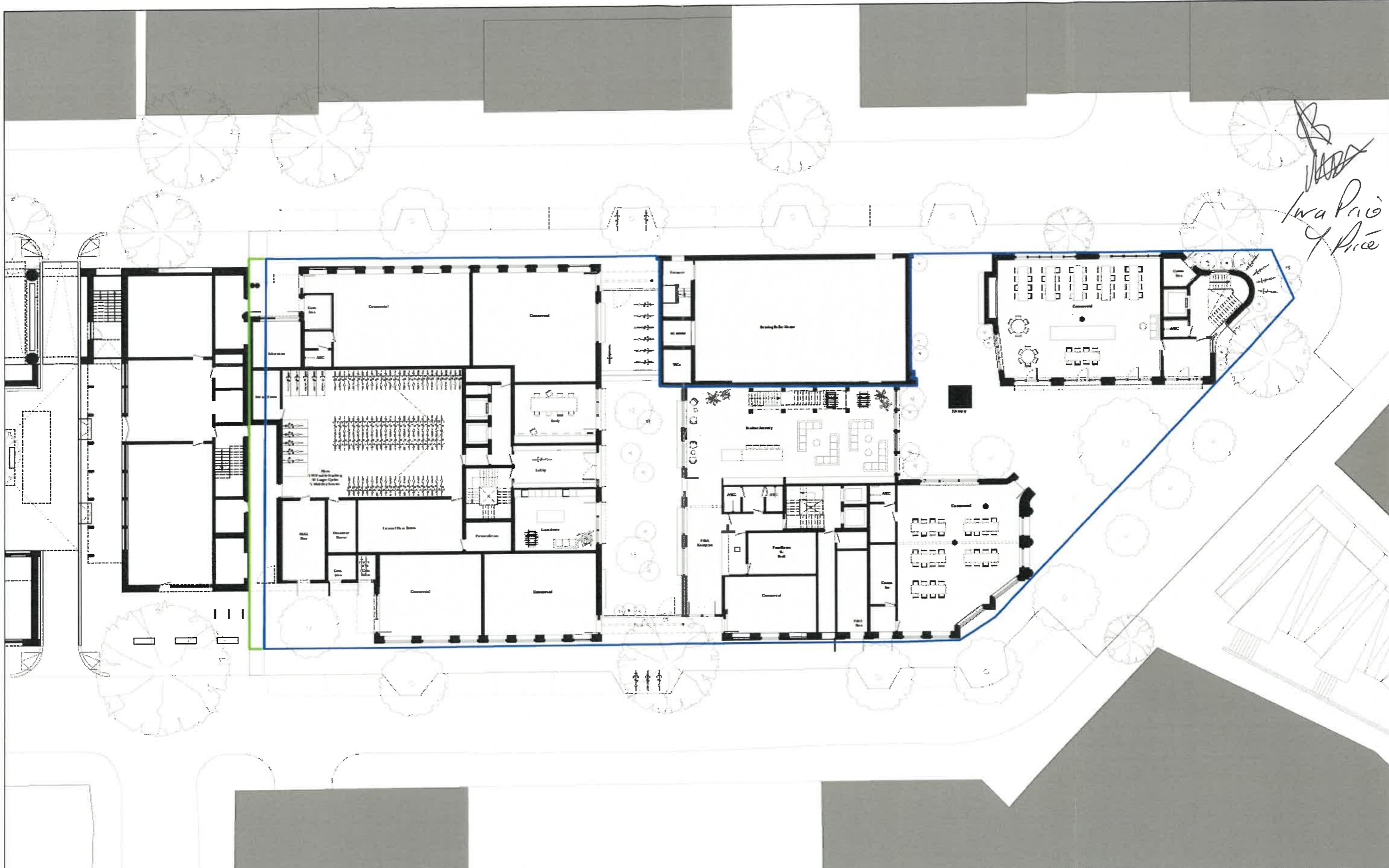
First issued	Originator	©A3	©A1	Status
31/05/22	BS	1:1000	1:150	P

**Drawing no.**  
9\_2102\_P\_001

21 Perserverance Works  
38 Kingsland Road  
London E2 8DD  
+44 (0)20 7033 9700  
studio@HHbR.co.uk

**architects**  
**Henley**  
**Halebrown**





*Iwa Price*

**General notes**

1. Do not scale drawings. Dimensions govern.
2. All dimensions are in millimetres unless stated otherwise.
3. The drawing contains copyright of HHHR Ltd.
4. The drawing is based on dimensions of survey information provided by others. HHHR cannot accept responsibility for the accuracy of the survey information.
5. All dimensions shall be verified in situ before proceeding with work.
6. HHHR shall be notified in writing of any discrepancies.

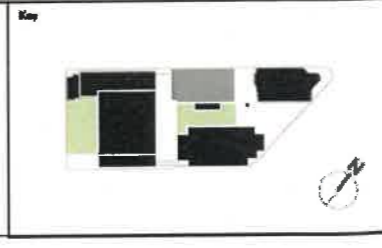
**Specific notes**

All areas are approximate and subject to detail design development

— Freehold Land

— Freehold Land

Rev.	Date	Reason for issue	Check



**Title**  
Site Plan  
Freehold Land

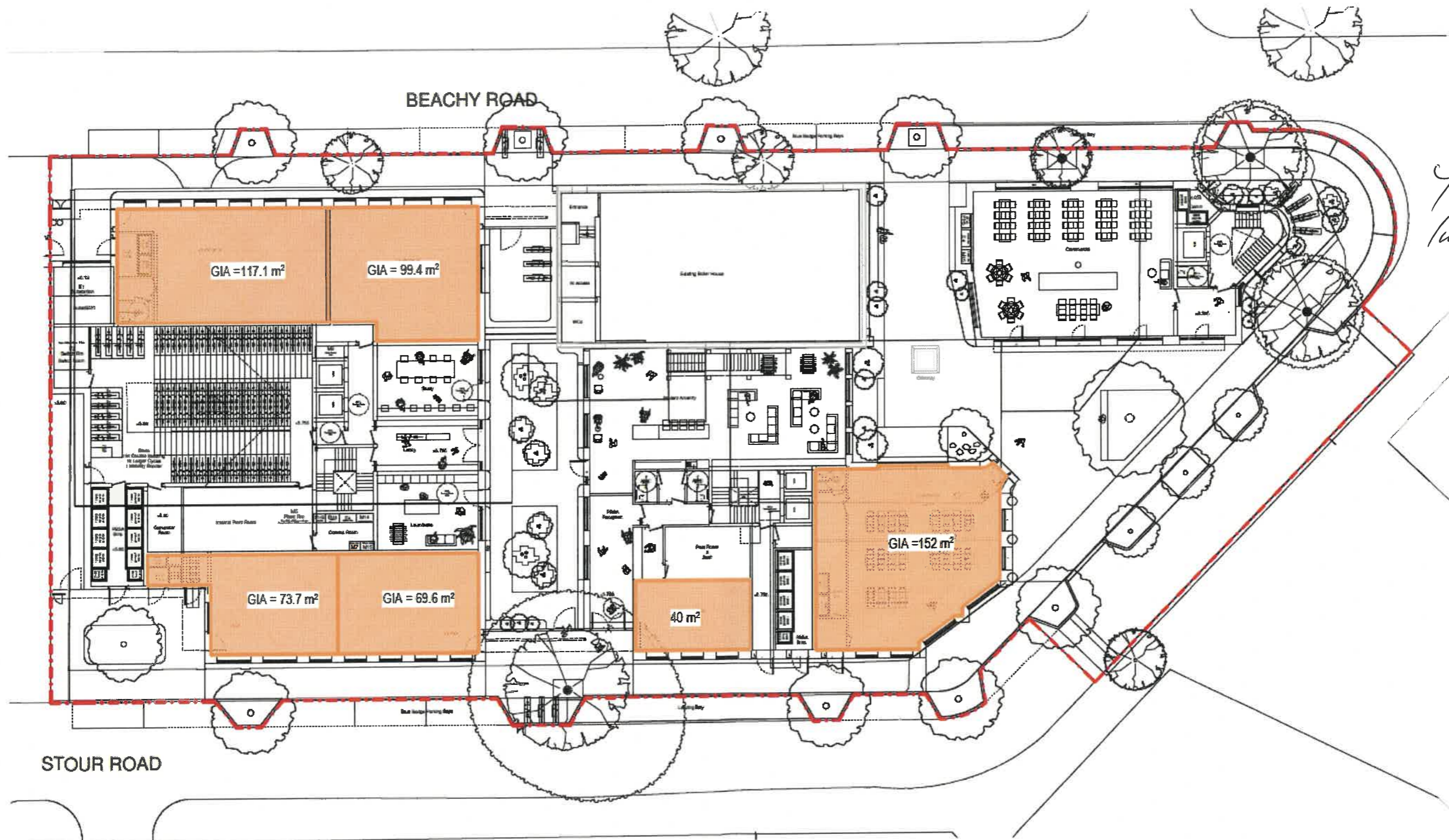
**Client**  
Southern Grove

**Project**  
Piano Factory

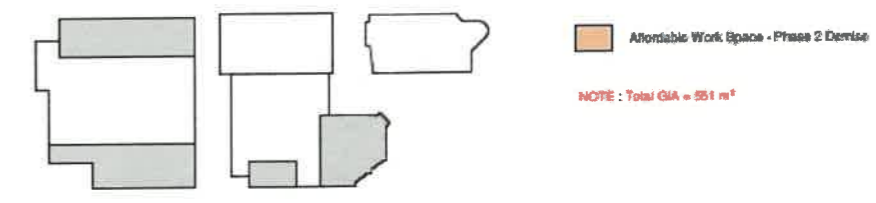
<b>Plot Issue</b> 20.09.22	<b>Originator</b> S.A.S.	<b>Scale</b> 1:300	<b>Sheet</b> -	<b>Status</b> I
<b>Drawing no.</b> 9_2102_SK_161				
<b>21 Parslovanen Works</b> 38 Kingland Road London E2 8DD +44 (0)20 7633 8700 studio@hhhr.co.uk			<b>architects</b> <b>Henley</b> <b>Halebrown</b>	



*Pho Iwario*



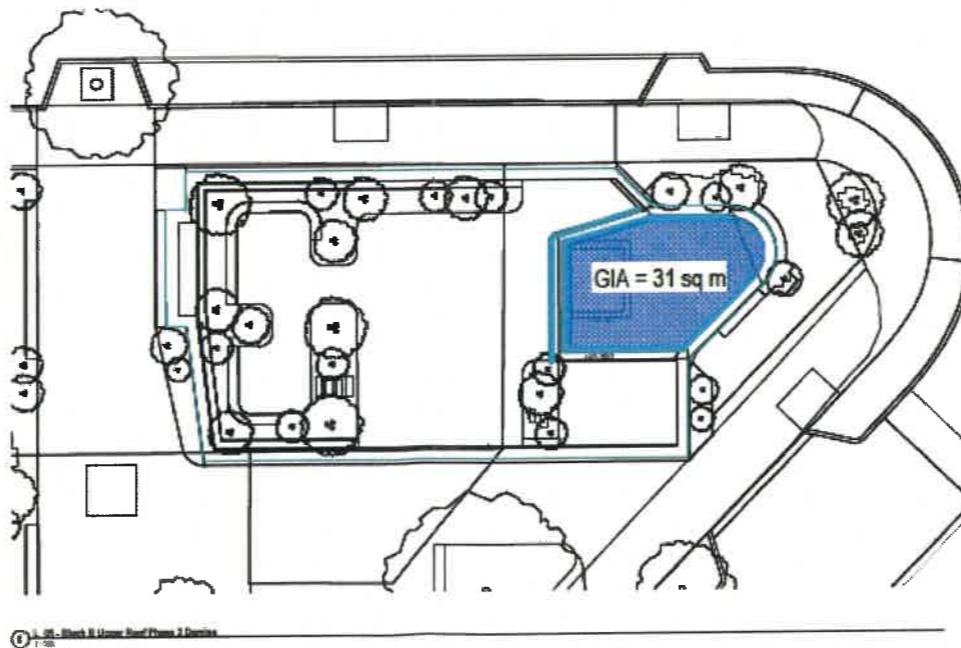
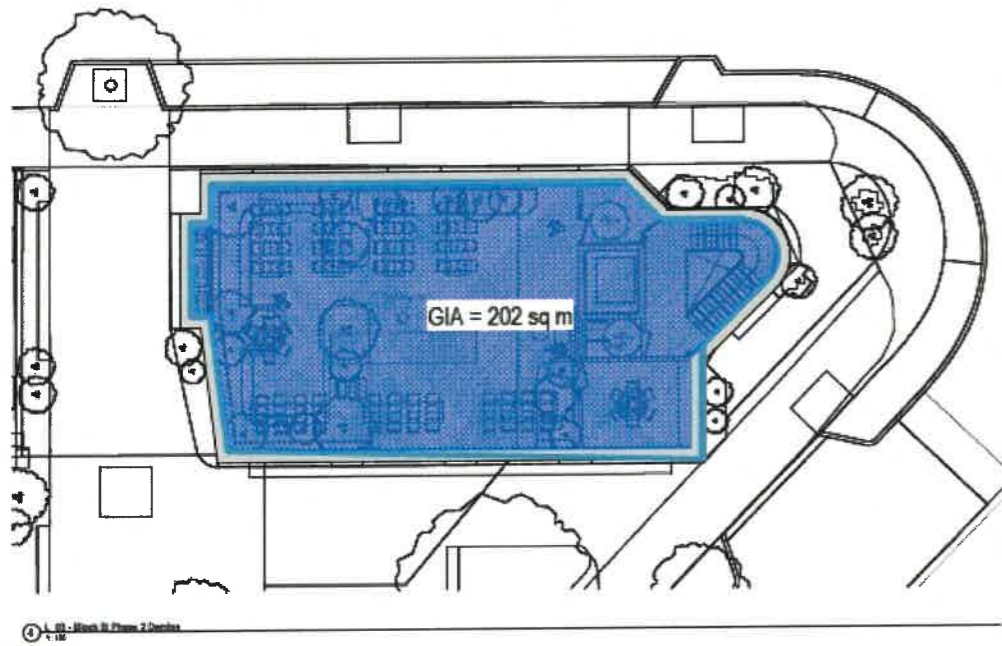
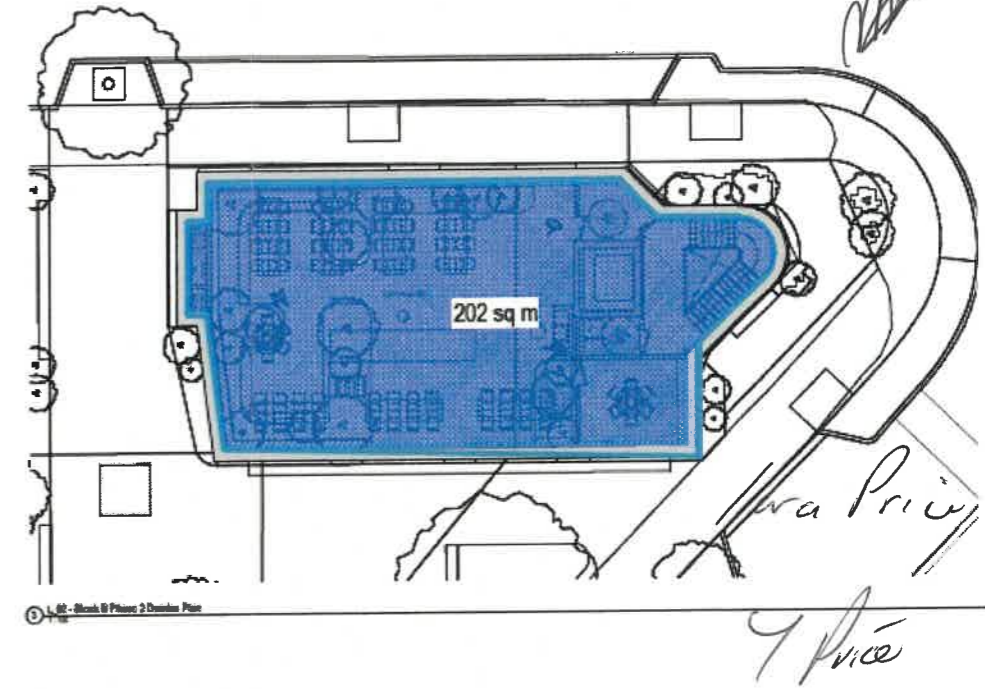
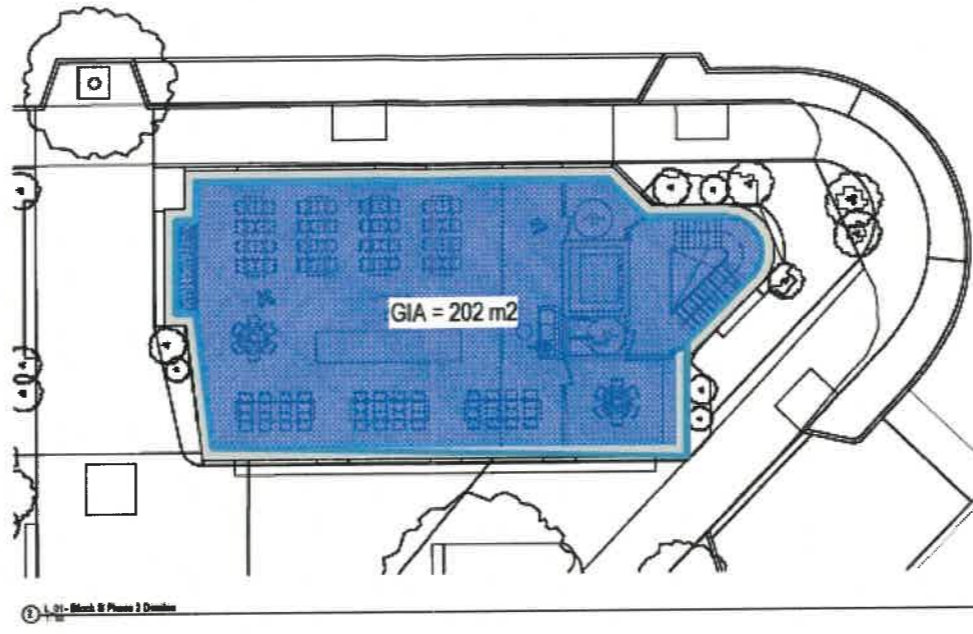
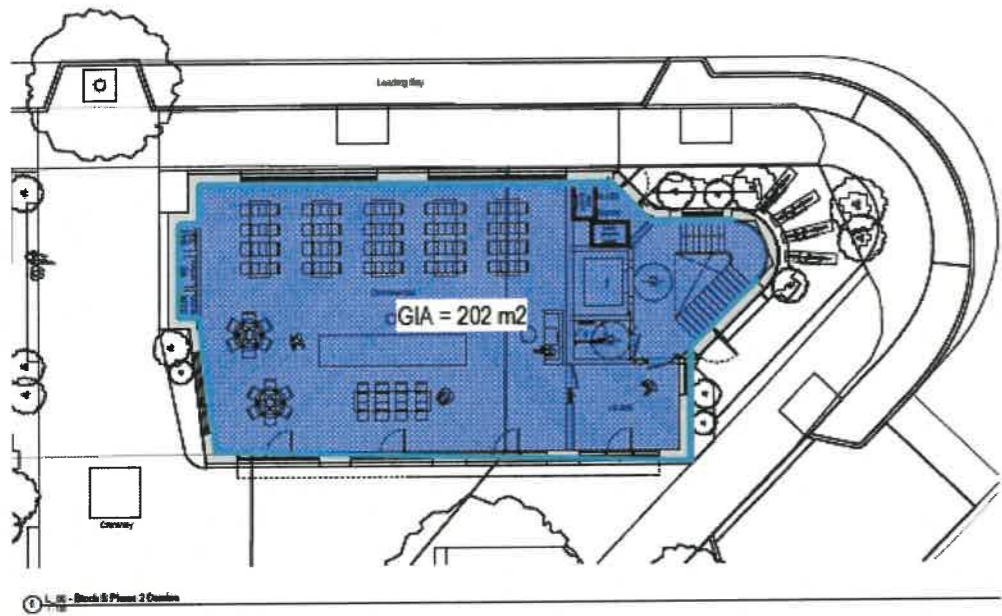
1 Affordable Wood Space Phase 2 Demise  
1:100



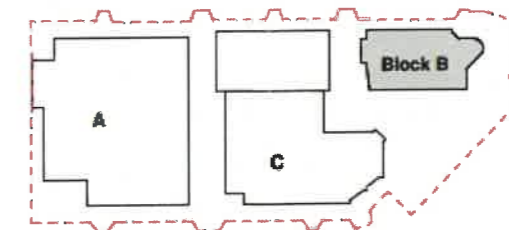
Rev	Date	Version Description	By	Chk
1	10/03/22	Pre-issue	SW	PCG
2	04/04/22	Issued for construction with minor corrections	SW	PCG
3	04/04/22	Issued for construction	SW	PCG

<p><b>SUPPLY QUALITY ACT</b> SCHEDULE 1, PART 1, 1.1</p> <p>In addition to the requirements specified in the contract, the contractor shall comply with the requirements of the Supply Quality Act 2011, Part 1, 1.1.</p> <p>It is acknowledged that all spaces within the development are to be used for residential purposes and are to be used in accordance with the requirements of the Supply Quality Act 2011, Part 1, 1.1.</p> <p>Site Reference: 501/107/02/01</p> <p>Construction Authority Reference: 501/107/02/01/01</p> <p>This Drawing is Copyright © 2022</p>	<p><b>CATALYST</b> ARCHITECTS</p>	<p><b>CA</b> ARCHITECTS</p>	<p><b>DMWR</b> ARCHITECTS</p>	<p><b>CA VENTURE</b> Former Piano Factory Stour Rd, Southend, SS1 9AT</p> <p>Affordable Work Space Phase 2 Demise</p>	<p><b>LEASE PLAN</b></p> <p>501/107/02/01/01</p>	<p><b>ISO 9001</b></p>
---	---------------------------------------	---------------------------------	-----------------------------------	---	--	------------------------





NOTE: Total GIA = 840 m<sup>2</sup>



Block Trust - Phase 2 Commercial Demise

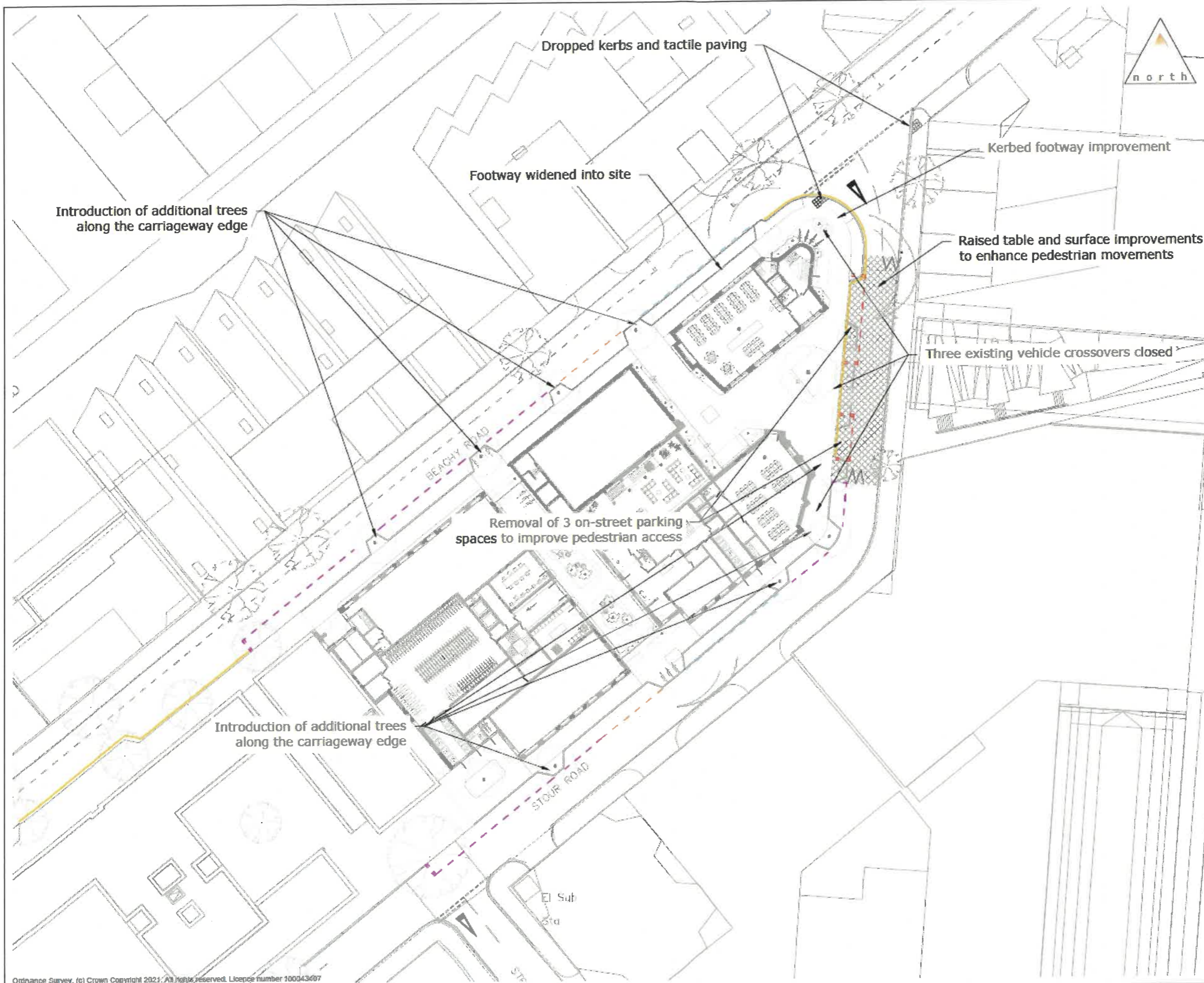


Rev	Desc	Author	Date
1	Issue for Information	AW	15/08/2023
2	Issue for Construction	AW	15/08/2023

<p><b>SUPPLY HEALTH AND SAFETY INFORMATION</b></p> <p>In addition to the information on this sheet, you should refer to the project's safety files and the project's Safety Management Plan (SMP) for further information.</p> <p>If you are not a contractor, you should refer to the project's Safety Management Plan (SMP) for further information.</p> <p>Any Contractor must read the SMP before starting work on site.</p> <p>Contract Reference: 2023-04-22-0-10-100</p> <p>This drawing is Copyright © 2023 CA VENTURE</p>	<p>Client Logo</p> <p>Client Name</p>	<p>CA VENTURE</p> <p>Former Piano Factory</p> <p>Stow Rd, Stow, Leicestershire, LE12 7JF</p>	<p>Project Name</p> <p><b>LEASE PLAN</b></p>		<p>Scale: 1:100</p> <p>Drawn By: AW</p> <p>Checked By: AW</p> <p>Date: 15/08/2023</p>
			<p>CA VENTURE</p> <p>Architects</p>	<p>CA VENTURE</p> <p>Architects</p>	



C:\Users\ellieupton\OneDrive - Motion\TP Projects\sgplan 2104050\Drawings\2104050-07C.dwg



**LEGEND**

Permit Holder Only Bays	— — — — —
Proposed Shared Footway/Loading Bay	— — — — —
Proposed Blue Badge Bays	— — — — —
Permit Holder Only Bays to be removed	— — — — —

*Iwa Price  
& Price*



84 North Street  
Guildford  
Surrey  
GU1 4AU  
T: 01483 531 900

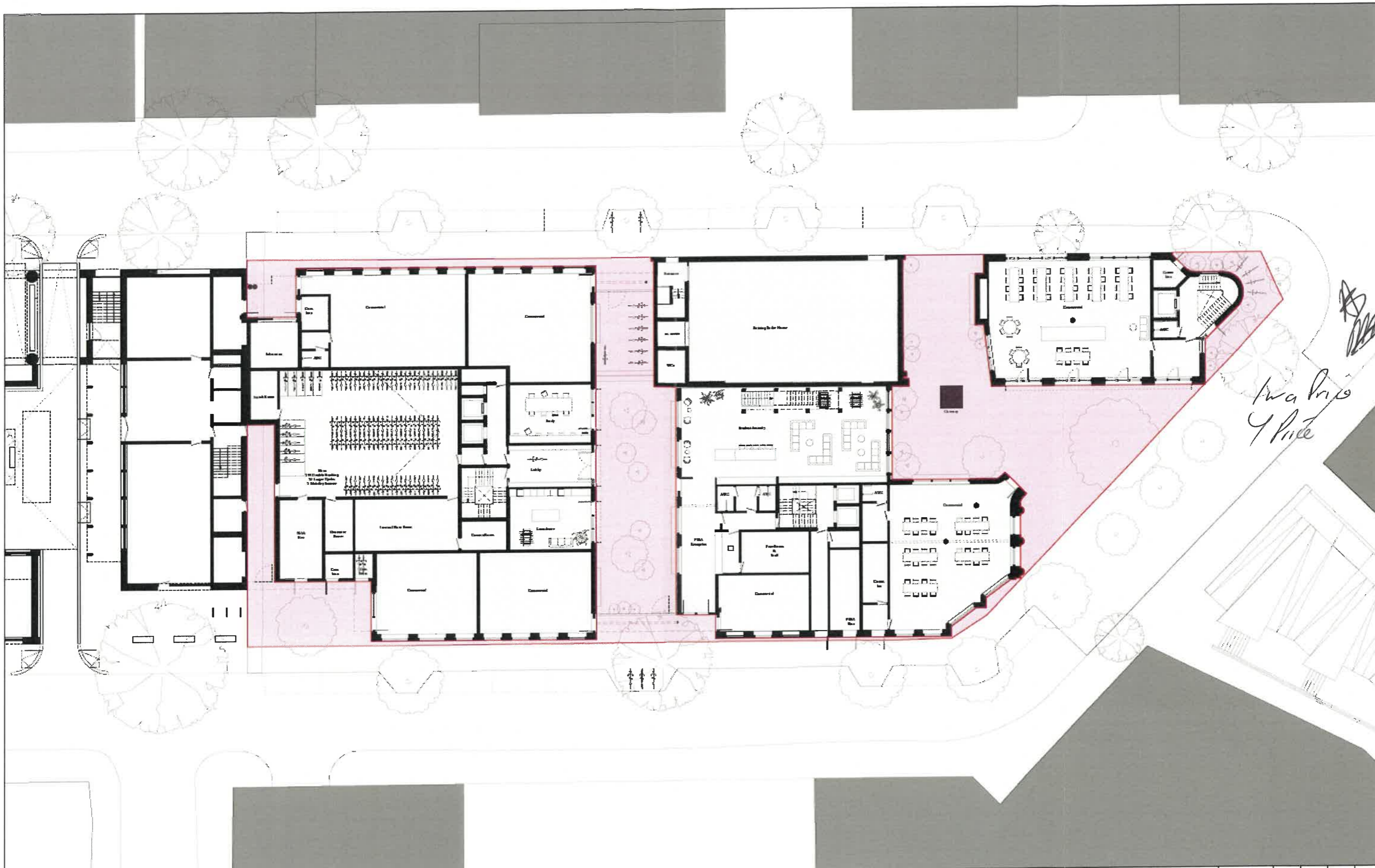
Golden Cross House  
8 Duncannon Street  
London  
WC2N 4JF  
T: 020 8065 5208

www.motion.co.uk

<b>Project:</b> Piano Factory Site, Stour Road	
<b>Title:</b> Highway Improvements	
<b>Scale:</b> 1:500 (@ A3)	
<b>Drawing:</b> 2104050-07	<b>Revision:</b> C

Ordnance Survey, (c) Crown Copyright 2021. All rights reserved. Licence number 100043607





*Piano Factory  
Y Piece*

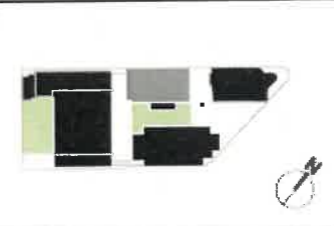
- General notes**
1. Do not scale drawings. Dimensions govern.
  2. All dimensions are in millimeters unless stated otherwise.
  3. This drawing remains copyright of HHR Ltd.
  4. This drawing is based on dimensions of survey information provided by others. HHR Ltd. cannot accept responsibility for the accuracy of the survey information.
  5. All dimensions shall be verified on site before proceeding with work.
  6. HHR Ltd. shall be notified in writing of any discrepancies.

**Specific notes**

All areas are approximate and subject to detail design development

Common Area

Rev.	Date	Reason for issue	Check

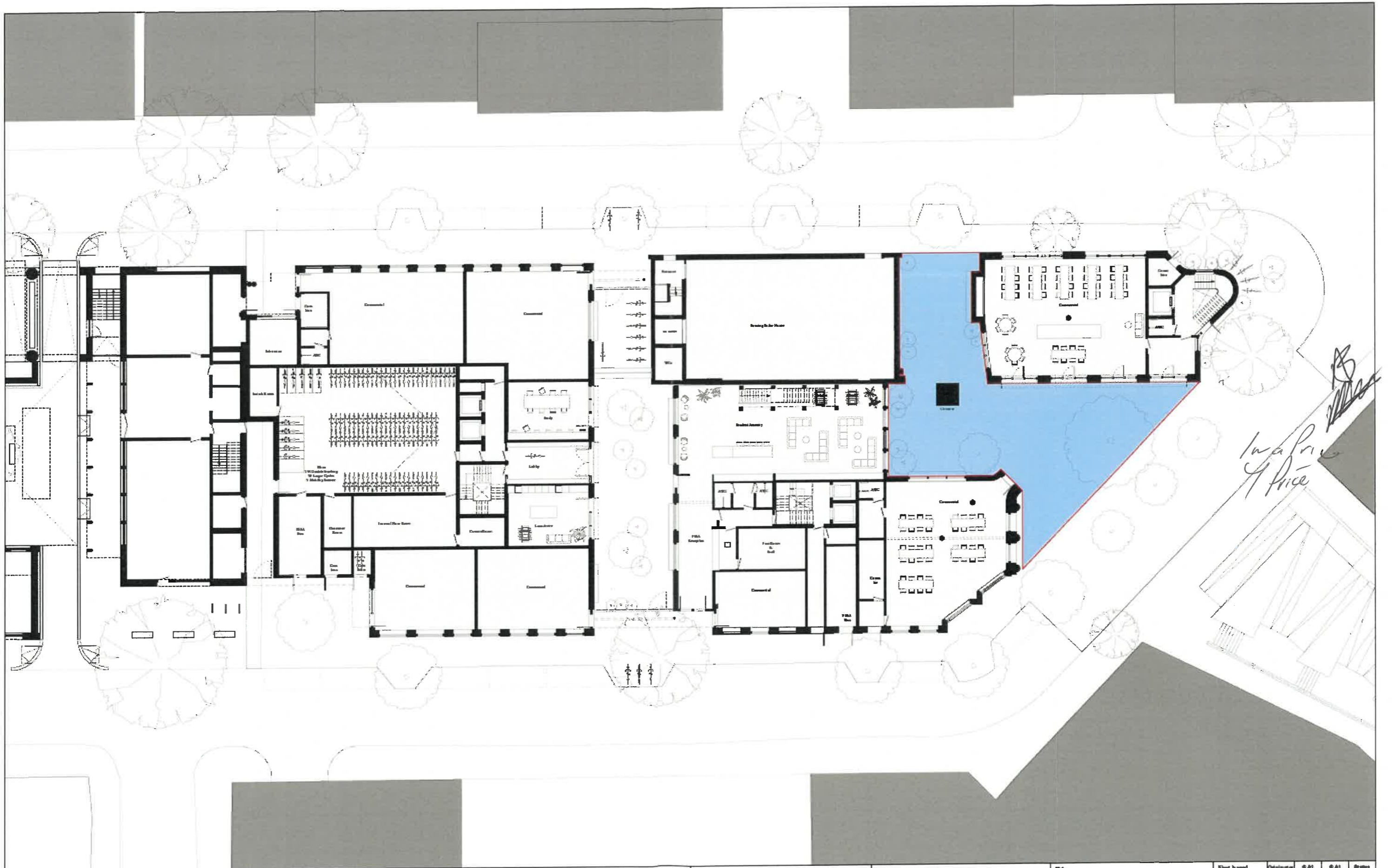


**Title**  
Site Plan  
Common Areas

**Client**  
Southern Grove

**Project**  
Piano Factory

First Issue	20.09.22	Originator	GAJ	Scale	1:300	Status	I
Drawing no.	9_2102_SK_162						
Revised							
<b>21 Pinnerway Works</b> 38 Kingsland Road London E2 8DD +44 (0)20 7433 8700 studio@hhrl.co.uk		<b>architects</b> <b>Henley</b> <b>Halebrown</b>					




*In a Price  
A Price*

- General notes**
1. Do not scale drawings. Dimensions govern.
  2. All dimensions are to millimetres unless noted otherwise.
  3. This drawing remains copyright of H&H Ltd.
  4. This drawing is based on data from a survey information provided by others. H&H Ltd. cannot accept responsibility for the accuracy of this survey information.
  5. All dimensions shall be verified on site before proceeding with work.
  6. H&H Ltd. shall be notified in writing of any discrepancies.

**Specific notes**

All areas are approximate and subject to detail design development

 Public Accessible Open Space

Rev.	Date	Reason for Issue	Check



**Title**  
Site Plan  
Public Accessible Open Space

**Client**  
Southern Grove

**Project**  
Piano Factory

Plot Issue	Originator	Scale	Rev.
20.09.22		1:300	I

Drawing no. 9\_2102\_SK\_163

21 Perseverance Works  
28 Kingstand Road  
London E2 8DD  
+44 (0)20 7033 8700  
studio@h&h.co.uk

**architects**  
**Henley**  
**Halebrown**



**APPENDIX 2**  
**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 Agent  
c/o Agent Chris Benham  
Knight Frank  
55 Baker Street  
London  
W1U 8AN

---

**Part I - Particulars of Application**

---

Date of Application: 28-Jun-2022 Application No: 22/00267/FUL

---

Proposal: Application for full planning permission for the retention of and minor renovation works to the chimney, demolition of all other existing buildings and the construction of three buildings ranging in height from 5 to 7 storeys to provide 204 rooms and ancillary amenity space (purpose built student accommodation Sui Generis), 1,406 sqm (GIA) of commercial floorspace (Class E(g)(iii)) with associated external commercial yard space, along with hard and soft landscaping, public realm improvements, parking cycle parking, refuse/recycling stores and associated works

Location: Former Piano Factory, Stour Road, London E3 2NT

---

**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:

## CONDITIONS

### 1) Time Period

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

### 2) Approved Plans

The development shall be carried out and retained thereafter in accordance with the following drawings and documents:

#### Existing Plans

- 9\_2102\_P\_001 Existing Site Location Plan
- 9\_2102\_P\_010 Existing Site Plan
- 9\_2102\_P\_020 Existing Site Street Elevations

#### Proposed Drawings

- 9\_2102\_P\_110\_B Proposed Ground Floor Plan
- 9\_2102\_P\_111\_A Proposed First Floor Plan
- 9\_2102\_P\_112\_A Proposed Second Floor Plan
- 9\_2102\_P\_113\_A Proposed Third and Fourth Floor Plan
- 9\_2102\_P\_115\_A Proposed Fifth Floor Plan
- 9\_2102\_P\_116\_A Proposed Sixth Floor Plan
- 9\_2102\_P\_117\_A Proposed Roof Plan
  
- 9\_2102\_P\_210\_A Proposed South East Elevation Stour Road
- 9\_2102\_P\_211 Proposed North East Elevation Stour Road
- 9\_2102\_P\_212 Proposed North West Elevation Beachy Road
- 9\_2102\_P\_220\_A Proposed South East Elevation Block A
- 9\_2102\_P\_221 Proposed North East Elevation Block A
- 9\_2102\_P\_222 Proposed North West Elevation Block A
- 9\_2102\_P\_223 Proposed South West Elevation Block A
- 9\_2102\_P\_230 Proposed South East Elevation Block C
- 9\_2102\_P\_231 Proposed North East Elevation Block C
- 9\_2102\_P\_232 Proposed North West Elevation Block C
- 9\_2102\_P\_233 Proposed South West Elevation Block C
- 9\_2102\_P\_240 Proposed South East Elevation Block B
- 9\_2102\_P\_241 Proposed North East Elevation Block B
- 9\_2102\_P\_242 Proposed North West Elevation Block B
- 9\_2102\_P\_243 Proposed South West Elevation Block B
  
- 9\_2102\_P\_300 Proposed Site Section
- 9\_2102\_P\_310 Proposed Site Section AA
- 9\_2102\_P\_311 Proposed Site Section BB
- 9\_2102\_P\_312 Proposed Site Section CC
- 9\_2102\_P\_313 Proposed Site Section DD
  
- 9\_2102\_P\_400 Proposed Residential Street Bay

- 9\_2102\_P\_401 Proposed Residential Garden Bay
- 9\_2102\_P\_402 Proposed Residential Gable Bay
- 9\_2102\_P\_403 Proposed Amenity Garden Bay
- 9\_2102\_P\_404 Proposed Amenity Yard Bay
- 9\_2102\_P\_405 Proposed Street Podium Bay
- 9\_2102\_P\_406 Proposed Commercial Bay
- 9\_2102\_P\_407 Proposed Street Gate Bay
- 9\_2102\_P\_408 Proposed Podium Garden Staircase Bay
  
- 9\_2102\_SK\_160 – Site Boundary
- 9\_2102\_SK\_161 – Site Plan Freehold Land
- 9\_2102\_SK\_162 – Site Plan Common Areas
- 9\_2102\_SK\_163 – Site Plan Publicly Accessible Open Space
  
- 3931-DMWR-03-XX-A-10-102\_B – Affordable Workspace Phase 2 Demise
- 3931-DMWR-04-ZZ-A-10-103 - Stour Trust Phase 2 Demise
- 2104050-07-\_C - Highways Improvements

Reason: To ensure that the development is undertaken in accordance and retained with the approved drawings.

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 written evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

*Pre-commencement justification: To enable the Local Planning Authority to monitor development.*

**CONSTRUCTION**

4) Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) published by the Centre for Low Emission Construction and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development.

5) Archaeology

No development (with the exception of demolition works above ground slab level) shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing. For land that is included within the WSI, no development (with the exception of demolition works above ground slab level) shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the Local Planning Authority in writing. For land that is included within the stage 2 WSI, no development (with the exception of demolition works above ground slab level) shall take place other than in accordance with the agreed stage 2 WSI which shall include:



- The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.
- The programme for post-investigation assessment and subsequent analysis, & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: To safeguard the heritage assets by ensuring that any archaeological remains that may exist on site are not permanently destroyed.

6) Public engagement for Archaeological Finds

No development (with the exception of demolition works above ground slab level) shall take place until a programme of public engagement for archaeological finds including a timetable shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved programme.

Reason: The planning authority wishes to secure public interpretation and presentation of the site's archaeology in line with London Plan Policy HC1.

7) Demolition Management Plan

The Development, including demolition, shall not be commenced until a Demolition Management Plan (DMP) has been prepared in consultation with the Local Planning Authority, Local Highway Authority, Transport for London, TfL Infrastructure Protection and the emergency services and such SMP has been submitted to and approved in writing by the Local Planning Authority.

The DMP shall be in accordance with the TfL guidance and best practice guidance for a detailed Construction Transport Management Plan, An updated version of the DMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for its written approval in consultation with the agencies referred to above no less frequently than once every three years from the date of planning permission and prior to any proposed changes in site access arrangements during the construction period.

The objectives of the DMP shall be to:

- minimise the level of road-based traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road-based traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation.
- identify highway works required to accommodate traffic.
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity to promote sustainable transport for construction`

The DMP shall include as a minimum the following information:

- a summary of works, hours of operation and demolition traffic arrivals/ departures, scope and size of development, estimated materials and quantities.
- details of workforce commute
- demolition programme and methodology
- strategies and planned measures to reduce demolition traffic (including noise and air quality) impacts on pedestrian and cyclists, public transport and other road users

- detailed forecasts of daily demolition vehicles, by vehicle type (size of vehicle), and daily profile
- the arrangements for liaison with the relevant highway authorities and emergency services, which shall include attendance at the LLDC Construction Transport Management Group
- how the DMP will be implemented, monitored and updated including for the number, type and timing of vehicle arrivals on site, breaches and complaints, adherence to safety and environmental standards, including air quality and noise
- details of required Traffic Regulation Orders (TRO) such as proposed road and footway closures, including those for abnormal loads and parking suspension and the notification of these
- highway enabling schemes and the method for applying for approvals for Off Site highway works
- the designated routes for large goods vehicles and process for dealing with abnormal loads
- local access details including any required highway enabling schemes for access to and from the site
- details of the proposed use of any lorry holding areas
- railway protection matters
- the position and operation of cranes / Mobile Elevating Work Platforms
- details of control of and limits on parking spaces for workers' motor cars and vans used to travel to the Site
- details of the required driver standards within the demolition site and on the highway and how these will be enforced
- on-site vehicle capacity by vehicle type, by phase if this changes
- parking arrangements of vehicles belonging to site operatives and visitors
- the storage of plant and materials used in constructing the development community liaison, including the notification of neighbours with regard to specific works, dealing with complaints and measures for protecting nearby residential and commercial properties from noise and other environmental effects.

Measures to address impacts from traffic relating to the demolition works might include (but not limited to):

- safe provision for walking and cycling, including the erection and maintenance of security hoardings
- measures to control the emission of dust and dirt during construction, including details of measures to prevent the deposit of mud and debris on the public highway
- a scheme for recycling and disposing of waste resulting from any demolition work
- membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

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

The following monitoring information in relation to the demolition of the Development shall be provided to the Local Planning Authority on not less than an annual basis until the date of Practical Completion of the Development:

- sustainable transport of materials and waste (including percentages transported by road, rail and water)
- waste generation and materials reuse and recycling
- air quality from demolition activity within the Site
- noise from demolition activity within the Site



The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development. The Development shall be carried out in accordance with the approved details.

Reason and pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through demolition that would require appropriate mitigation and to be in accordance with Local Plan Policy T.4.

*Pre-commencement justification: To ensure that demolitions impacts are appropriately mitigated in advance of commencement of works.*

#### 8) Construction Transport Management Plan

The Development shall not be commenced until a Construction Transport Management Plan (CTMP) has been prepared in consultation with the Local Planning Authority, Local Highway Authority, Transport for London, TfL Infrastructure Protection and the emergency services and such CTMP has been submitted to and approved in writing by the Local Planning Authority.

The CTMP shall be in accordance with the TfL guidance and best practice guidance for a detailed Construction Logistics Plan, An updated version of the CTMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for its written approval in consultation with the agencies referred to above no less frequently than once every three years from the date of planning permission and prior to any proposed changes in site access arrangements during the construction period.

The objectives of the CTMP shall be to:

- minimise the level of road-based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road-based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation.
- identify highway works required to accommodate construction traffic.
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity to promote sustainable transport for construction

The CTMP shall include as a minimum the following information:

- a summary of works, hours of operation and demolition/construction traffic arrivals/ departures, scope and size of development, estimated materials and quantities.
- details of workforce commute
- construction programme and methodology
- strategies and planned measures to reduce demolition/construction traffic (including noise and air quality) impacts on pedestrian and cyclists, public transport and other road users
- detailed forecasts of daily demolition/construction vehicles, by vehicle type (size of vehicle), by construction phase and daily profile
- the arrangements for liaison with the relevant highway authorities and emergency services, which shall include attendance at the LLDC Construction Transport Management Group

- how the CTMP will be implemented, monitored and updated including for the number, type and timing of vehicle arrivals on site, breaches and complaints, adherence to safety and environmental standards, including air quality and noise
- details of required Traffic Regulation Orders (TRO) such as proposed road and footway closures, including those for abnormal loads and parking suspension and the notification of these
- highway enabling schemes and the method for applying for approvals for Off Site highway works
- the designated routes for large goods vehicles and process for dealing with abnormal loads
- local access details including any required highway enabling schemes for access to and from the construction site
- details of the proposed use of any lorry holding areas
- railway protection matters
- the position and operation of cranes / Mobile Elevating Work Platforms
- details of control of and limits on parking spaces for construction workers' motor cars and vans used to travel to the Site
- details of the required driver standards within the construction site and on the highway and how these will be enforced
- on-site construction vehicle capacity by vehicle type, by phase if this changes
- parking arrangements of vehicles belonging to site operatives and visitors
- the storage of plant and materials used in constructing the development community liaison, including the notification of neighbours with regard to specific works, dealing with complaints and measures for protecting nearby residential and commercial properties from noise and other environmental effects.

Measures to address impacts from construction traffic might include (but not limited to):

- safe provision for walking and cycling, including the erection and maintenance of security hoardings
- measures to control the emission of dust and dirt during construction, including details of measures to prevent the deposit of mud and debris on the public highway
- a scheme for recycling and disposing of waste resulting from construction work
- membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

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

The following monitoring information in relation to the demolition/construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis until the date of Practical Completion of the Development:

- sustainable transport of materials and waste (including percentages transported by road, rail and water)
- waste generation and materials reuse and recycling
- air quality from construction activity within the Site
- noise from construction activity within the Site

The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development. The Development shall be carried out in accordance with the approved details.



Reason and 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 and to be in accordance with Local Plan Policy T.4.

*Pre-commencement justification: To ensure that construction impacts are appropriately mitigated in advance of commencement of works.*

9) Demolition Dust Monitoring and Mitigation

Prior to commencement of the development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition activities based on an Air Quality and Dust Risk Assessment (AQDRA), shall have been submitted to and approved in writing by the Local Planning Authority.

The applicant shall have regard to the GLA SPG on the Control of Dust and Emissions During Construction and Demolition (or any subsequent revision) and the scheme shall include:

- An air quality and dust risk assessment to determine the site's level of dust risk and appropriate level of mitigation that needs to be implemented;
- A detailed Dust Management Plan (DMP) which shall include appropriate dust suppression measures and techniques and monitoring of dust emissions at nearby properties
- An air quality management plan (which shall include mitigation measures for site management, minimising on/off-site emissions from vehicle/machinery operation, dust suppression and track-out and details of how these measures will be implemented, in order to avoid effects from dust;
- 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 number and type of dust monitors to be used, monitoring period, frequency of reporting the results to the Local Planning Authority, and any other arrangements for dust monitoring.

The demolition shall thereafter be carried out in accordance with the approved scheme for dust monitoring, assessment and mitigation for all demolition activities.

Reason: To ensure that the of the development minimises its environmental impacts and protect local air quality and comply with Policy S11 of the London Plan and the GLA SPG Control of Dust and Emissions During Construction.

*Pre-commencement justification: submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the demolition would be appropriately mitigated.*

10) Construction Dust Monitoring and Mitigation

No development (with the exception of works below ground slab level) shall take place until a scheme for dust monitoring, assessment and mitigation for all construction activities based on an Air Quality and Dust Risk Assessment (AQDRA), has been submitted to and approved in writing by the Local Planning Authority.

The applicant shall have regard to the GLA SPG on the Control of Dust and Emissions During Construction (or any subsequent revision) and the scheme shall include:

A detailed Dust Management Plan (DMP) which shall include:

- An air quality and dust risk assessment to determine the site's level of dust risk and appropriate level of mitigation that needs to be implemented;
- A detailed Dust Management Plan (DMP) which shall include appropriate dust suppression measures and techniques and monitoring of dust emissions at nearby properties

- An air quality management plan (which shall include mitigation measures for site management, minimising on/off-site emissions from vehicle/machinery operation, dust suppression and track-out and details of how these measures will be implemented, in order to avoid effects from dust;
- 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 number and type of dust monitors to be used, monitoring period, frequency of reporting the results to the Local Planning Authority, and any other arrangements for dust monitoring.

The construction phase shall thereafter be carried out in accordance with the approved scheme for dust monitoring, assessment, and mitigation for all construction activities.

Reason: To ensure that the construction of the development minimises its environmental impacts and protect local air quality and comply with Policy S11 of the London Plan and the GLA SPG Control of Dust and Emissions During Construction.

*Pre-commencement justification: submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the demolition and construction would be appropriately mitigated.*

#### 11) Demolition and Construction

A scheme for protecting nearby residents and commercial occupiers from noise, dust, vibration and other environmental effects during demolition and construction shall be submitted to and approved in writing by the Local Planning Authority prior to any demolition and construction taking place on the site. The scheme shall be based on the Code of Practice for Construction Sites and arrangements for liaison set out therein. A staged scheme of protective works may be submitted in respect of individual stages of the demolition process but no works in any individual stage shall be commenced until the related scheme of protective works has been submitted to and approved in writing by the Local Planning Authority. The demolition and construction works shall not be carried out other than in accordance with the approved scheme

Reason: In the interests of public safety and to ensure a minimal effect on the amenities of neighbours.

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

#### 12) Demolition Waste Management Plan

Prior to commencement of the development, a Demolition Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan shall also detail the compliance and assurance requirements to be maintained on the site during all phases of works to ground slab level including site-preparation. The management plan 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 demolition/construction. Returns policies for unwanted materials;



- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

The demolition shall thereafter be carried out in accordance with the Demolition Waste Management Plan.

Reason: To ensure that the demolition and construction of the development minimises its environmental impacts.

*Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that the impact of the demolition would be appropriately mitigated.*

### 13) Construction Waste Management Plan

No development (with the exception of works below ground slab level) shall take place until a Construction Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from construction works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan shall also detail the compliance and assurance requirements to be maintained on the site during all phases of works including site-preparation and remediation. The management plan 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 demolition/construction. Returns policies for unwanted materials;
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

The construction shall thereafter be carried out in accordance with the Construction Waste Management Plan.

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

### 14) Internal and External Plant Equipment

Prior to their installation, full details of internal and external plant equipment and trunking, including building services plant, ventilation and filtration equipment shall have been submitted to and approved in writing by the Local Planning Authority. Each building forming part of the development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use of that building commencing and shall thereafter be retained and maintained in accordance with the manufacturers' instructions.

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

### 15) 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 would 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. All piling shall be undertaken in accordance with the terms of the approved piling method statement.

Reason: To ensure that piling methodology is appropriate. 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.

## **CONTAMINATION**

### **16) Contamination**

No development (with the exception of demolition works above ground slab level) approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall commence until the following have each been submitted to, and approved in writing, by the Local Planning Authority:

- i. An updated Contamination Assessment TO INSERT, prepared by TO INSERT 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.
- ii. A scheme of ground investigation, incorporating a detailed review of investigation, remediation and validation work carried out previously, describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
- iii. A contamination risk assessment and Remediation Strategy report based on the findings of the ground investigation.

The scheme of ground investigation (part 2) shall be agreed in writing with the Local Planning Authority before the ground investigation commences. The ground investigation and remediation strategy (part 3) shall be implemented as approved, with any changes requiring the written consent of the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy BN14 of the Local Plan.

### **17) Remediation Implementation and Verification Method Statement**

No development (with the exception of demolition works above ground slab level) approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall commence until a remediation implementation and verification method statement, based on the contamination risk assessment and remediation strategy report (approved under condition 16), has been submitted to and approved in writing by the Local Planning Authority.

Upon approval, the remediation implementation and verification method statement shall be implemented as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance in accordance with policies BN3 and BN14 of the Local Plan.

### **18) Unexpected Contamination**

If during development unexpected contamination is encountered, then the Local Planning Authority shall be notified and no further development (as agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation implementation and



verification method statement has been submitted to and approved in writing by the Local Planning Authority.

Upon approval, the addendum remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policy BN14 of the Local Plan.

19) Decommission of Investigative Boreholes

No development (with the exception of demolition works above ground slab level) approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall commence until a scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical purposes has been 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, with any changes agreed in writing in advance with the Local Planning Authority.

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

20) Verification Report

No occupation of any part of the permitted development (or phase in development as may be agreed in writing with the Local Planning Authority) shall take place until a verification report for that part demonstrating completion of works set out in the remediation implementation and verification method statement (approved under condition 17), has been submitted to and approved in writing by the Local Planning Authority.

If the verification report identifies a requirement for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented, then an addendum verification report(s) shall be submitted to and approved in writing by the Local Planning Authority to identify this. Any long-term monitoring required, and maintenance elements of the verification report shall be implemented as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy BN14 of the Local Plan.

21) Foundation Works Risk Assessment

No foundations work (including piling, or other similar penetrative methods) shall commence until a foundation works risk assessment, including a piling method statement, and details of measures to decommission screw piles at the end of the proposed temporary use, has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: To safeguard human health and controlled waters in accordance with Policy S.5 of the Local Plan.

**WATER USE**

22) Infiltration Drainage

No infiltration drainage into the ground is permitted other than with the prior written consent of the Local Planning Authority. If infiltration drainage is proposed, then a written plan shall demonstrate that there is no unacceptable risk to controlled waters from contamination.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy BN14 of the Local Plan.

23) Sustainable Urban Drainage Strategy

Development shall not commence (with the exception of demolition works above ground slab level) until a drainage strategy, detailing any on and/or off-site drainage works, has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker. The drainage works referred to in the approved strategy shall be implemented in full and thereafter retained and maintained for the lifetime of the development and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

Reason: The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community and in accordance with Policy BN14 of the Local Plan

24) Sustainable Drainage Systems

No above ground works shall take place until details of a sustainable drainage system (SuDS) have been submitted to and approved in writing by the Local Planning Authority. These shall include:

- I. coordination drawing illustrating how the systems work with paving, tree pits, planting pits, building drainage and local authority drainage
- II. details of permeable paving, green/blue roofs, water collection and attenuation storage
- III. details of the interconnected system of sustainable drainage features, identifying pathway of surface water, attenuation volumes and operation in both normal rainfall and flood conditions
- IV. details of any associated planting, substrate and drainage design, including appearance of any visible elements
- V. management and maintenance proposals for the sustainable drainage system.

No building forming part of the development shall be occupied/used until that building has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Strategic Policy SP.5 and Policy S.4 of the Local Plan.

25) Thames Water

Development shall not commence (with the exception of demolition works above ground slab level) until impact studies, prepared in consultation with Thames Water, on the existing water supply infrastructure including the magnitude of any new additional capacity required in the system and a suitable connection point have been submitted to, and approved in writing by, the Local Planning Authority.

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

26) Implementation of FRA

The development approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall not be occupied/used unless than in accordance with the approved Flood Risk Assessment TO INSERT The mitigation measures detailed in this document shall be fully implemented prior to occupation/use, in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Prior to the occupation/use of each building forming part of the development details of a Safe Refuge Emergency Flood Evacuation Plan to be incorporated into that building shall be submitted to the Local Planning Authority for approval in writing. The development shall be carried out in accordance with the approved details.



Reason: To prevent flooding on site and elsewhere by ensuring that the tidal flood defences are in satisfactory condition which is commensurate with the lifetime of the development. This is in line with Policy S.8 Flood risk and sustainable drainage measures of Local Plan.

27) Foul Drainage

No development (with the exception of demolition works above ground slab level) approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall commence until a scheme to agree sewage pipe work specifications has been submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water). The scheme shall be implemented in accordance with the approved sewage pipe work specifications and thereafter retained and maintained throughout the lifetime of the development.

Reason: To ensure that the proposed sewage pipework designed and installed to a high standard, to ensure it does not harm groundwater resources in line with paragraph 170 of the National Planning Policy Framework (2019).

**DESIGN**

28) Secured by Design

Details of the measures to be incorporated into the development, demonstrating how principles and practices of the current 'Secured by Design' scheme and local crime prevention security measures shall be included within the development, shall be submitted to and approved in writing by the Local Planning Authority. Once approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers, the development shall be carried out and maintained in accordance with the agreed details.

Prior to the first use or occupation of each building, a letter or SBD certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the development have been met shall be submitted to the Local Planning Authority.

On completion of the full development including landscaping, external materials and other works incidental to the proposed development a letter or SBD certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the development have been met shall be submitted to the Local Planning Authority.

Reason: To ensure that the development maintains and enhances community safety.

29) Material Samples and Detailed Design

Prior to the commencement of above ground level superstructure works hereby permitted, details and a schedule of materials and products of all external facing materials to be used in the construction of the building hereby approved, along with material sample boards and/or full-size mock-ups, shall have been submitted to and approved in writing by the Local Planning Authority.

No building forming part of the development shall be occupied/used until that building has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Detailed drawings including drawings of:

- Principal features on the facades e.g., typical bay study (1:50 @ A3, 1:25 @A1)
- Ground floor frontages, including commercial block entrances study and student accommodation entrance study, to show glazing and signage zones, glazed architectural terracotta / faience tiles to entrance reveal, infill panels to bin stores etc, (1:50 @ A3, 1:25 @A1)
- Details of recessed spandrels and parapet brickwork, precast concrete components and PCC plinth, including joint profile (1:20 @A3)
- Details of high performance PPC aluminium window system, extruded PPC aluminium baguettes to opening windows and curtain walling systems including any manifestation (1:20 @A3)

- Key junctions between materials (1:20 @A3)
- Parapets/roof level crown study to include rooftop plant screening, lift over runs etc (1:20 @A3)
- Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to sixth floor terrace (1:20 @A3)
- Details of roof terraces including floor finishes and balustrade details (1:20 @A3)
- Details of soffits and canopies to entrance areas (1:20 @A3)
- Details of enclosures to external stairs to basement bike stores (1:50 @A3)
- External signage details including elevations and sections (1:50 @A3)
- Elevational location of all openings in envelope e.g., ventilation grilles, bird & bat boxes (1:100 @ A3)
- Elevational location of all items which are fixed to the façade e.g., rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes (1:100 @ A3)
- Elevational location of all panel joints (1:100 @ A3)

Detailed drawings including drawings of:

- Window / door types (including finishes, glass types and any manifestation)
- Curtain wall (including finishes, glass types, any manifestation and vertical planting panels to be incorporated)
- All items which are fixed / integrated to the façade (e.g., projecting perforated façade screens, louvres and ventilation grilles, rainwater pipes, signage, bird/bat boxes)
- Soffit and canopy materials

Samples of the above materials shall be provided.

Full-size mock-ups of facades shall be provided at a size to be agreed in writing in advance with the Local Planning Authority.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan.

## **LANDSCAPING**

### **30) Landscape Design/Delivery**

Prior to completion of the façade treatment of the development hereby permitted, full details of hard and soft landscaping works and means of enclosure of all un-built, open areas and public realm including roof terraces shall be submitted to and approved in writing by the Local Planning Authority.

Hard landscape details shall include:

- i. details of proposed finished levels or contours including any alterations in existing ground levels
- ii. means of enclosure and boundary treatments including railings and any associated access points
- iii. details of balustrading
- iv. car parking layouts including details of blue badge parking and electric charging points



- v. details of other vehicle and pedestrian access and circulation areas including cycle storage
- vi. details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs
- vii. hard surfacing materials which shall be permeable as appropriate, including dimensions, bonding and pointing
- viii. minor artefacts and structures e.g., street furniture, play equipment, refuse or other storage units, signage, lighting, planters (fixed and moveable), drinking water fountains, bollards and hostile vehicle mitigation
- ix. location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout
- x. coordination drawing illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external drainage and local authority drainage xi. materials samples

Soft landscape details shall include:

- i. updated Urban Greening Factor calculation and plan (original calculation set out in Design & Access prepared by Henley Halebrown)
- i. planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
- ii. written specifications including cultivation and other operations associated with plant establishment
- iii. all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment
- iv. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- v. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey
- vi. implementation programme including time of year for planting
- vii. Two mature deciduous trees in the southwestern corner of the site

Planting shall comply to biosecurity requirements and BS:4428 Code of practice for general landscaping operations, BS:3936 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Each building forming part of the development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation/use. 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.

If within a period of FIVE years from the date of the planting any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease by planting of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

The development shall only be implemented in accordance with the approved details.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan

31) Ecology

No above ground works shall take place until a detailed ecological enhancements scheme, including a programme for the implementation of the works and long-term management, has been submitted to and approved in writing by the Local Planning Authority. This scheme shall include details of:

- i. An updated Phase 1 habitat survey and any further recommended surveys
- ii. appropriate ecological enhancements
- iii. measures specifically to address retention and/or enhancement of the site's ecological connectivity through ecological corridors and networks
- iv. details of any mitigation measures such as provision for roosting bats
- v. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey

No building forming part of the development shall be occupied/used until that building has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To preserve and enhance biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

32) Ecology during construction

Prior to the commencement of the development hereby permitted due to the potential for nesting birds / protected species to be present, clearance of dense vegetation (including trees) shall be undertaken outside of the breeding bird season (between March – August inclusive). If clearance is required during the nesting season, an ecologist should survey the area for nesting birds a short time before clearance (ideally a week or less before clearance, and no more than 2 weeks before). Clearance within 5 m of any active nests found must be delayed until chicks have fledged. A report detailing results of the nesting bird check should be supplied to the Local Planning Office soon after the survey, and areas found nest free should be cleared as soon as possible after the survey in case birds attempt to nest in surveyed areas between the time of the nesting bird check and the start of clearance.

Reason: To ensure the development contributes towards the protection and creation of habitats and valuable areas for biodiversity, ensuring compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended) in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

33) Green roofs

Prior to installation full details of green roofs in the areas indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority. All green roofs shall meet the minimum substrate depth requirements of the GRO Code 2021 and shall take account of the policy objective for biodiversity net gain.

The details shall include:

- i. coordination drawing showing the locations of green roofs/walls and integration with the building design and maintenance access
- ii. details of substrates including depth and profile
- iii. full details of planting/seeding with species and density
- iv. a detailed scheme of maintenance including irrigation system (where an irrigation system is part of the design)



- v. details of associated ecological enhancements such as deadwood habitat, bird boxes, etc.
- vi. details of access and safety precautions during maintenance operations
- vii. sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth (where applicable)
- viii. details of arrangements of and interfaces with all roof-top mechanical elements or structures including solar panels

Upon completion, the green roof shall be inspected by an independent, suitably qualified and experienced person (e.g., chartered landscape architect or chartered ecologist with experience of green roofs), to confirm that the specifications provided in response to the condition are met. Prior to first occupation/use a report with photographs, confirming substrate depth, seeding/planting and other relevant details shall be submitted to the Local Planning Authority for its written approval.

No building forming part of the development shall be occupied/used until that building has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

#### 34) Tree protection

No development shall take place until an updated Arboricultural Method Statement and a Tree Protection Plan in accordance with British Standard BS5837:2012 (Trees in relation to design demolition and construction) have been prepared by a qualified arboriculturalist and submitted to and approved in writing by the Local Planning Authority.

The Arboricultural Method Statement (AMS) shall include:

- i. schedule of trees to be removed or retained and details of any proposed tree works including topping, lopping or relocation
- ii. details of replacement tree planting where necessary
- iii. analysis of the tree root system including any existing surface constraints
- iv. full details and plans demonstrating how trees to be retained shall be protected during construction work including all trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed.
- v. details of planned visits and training carried out by suitably qualified arboriculturalist
- vi. details of related works (including levels) in vicinity to the tree root system including surfaces and edging, below ground services, and any associated measures to protect the root system
- vii. details of any mitigating improvements to promote existing tree health

Any tree identified as retained that is damaged or required to be removed as a result of the works will result in either:

- a. the penalty payment by the applicant of a compensatory sum ascertained by the CAVAT valuation system to the Local Authority. The applicant will submit at their own cost an independent CAVAT valuation for consideration
- b. the replacement by the applicant of the tree of equivalent size and species, or where not feasible due to the size of the tree, a replacement of a larger number of trees to an equivalent CAVAT value. The applicant will submit at their own cost an independent CAVAT valuation for consideration

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality in accordance with Strategic Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.9 of the Local Plan.

*Pre commencement justification: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality.*

## **TRANSPORT**

### **35) Cycle Storage - details to be submitted**

Before the first occupation/use of the student accommodation details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles and on-site changing facilities and showers for the respective uses shall have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the facilities provided shall be available prior to first use/occupation and thereafter retained for the life of the development, with the space used for no other purpose.

Reason: In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained and in accordance with Policy T4 of the Local Plan 2020.

### **36) Parking Permit Free**

No occupiers of the student accommodation hereby permitted, with the exception of disabled persons who are blue badge holders, shall apply to London Borough of Tower Hamlets 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 in accordance with policy T.4 of the Local Plan.

## **NOISE**

### **37) Noise Levels – Internal Noise Levels**

There shall be no occupation of any of the student accommodation units hereby permitted, until evidence has been provided to and approved in writing by the Local Planning Authority. The assessment shall be in accordance with the requirements for a level 2 assessment as defined in the Acoustics, Ventilation and Overheating Residential Design Guide (January 2022) and shall have regard to BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings' to attain the below internal noise levels.

Bedrooms- 30dB LAeq,T\* and 45dB LAfmax

Living rooms- 35dB LAeq, D\*

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

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

The composite sound reduction of the building envelope (including openings or vents for background ventilation) shall ensure that appropriate internal noise levels can be achieved.

The approved details shall be maintained and retained as such thereafter for the lifetime of the Development.

Reason: To ensure that the occupiers and users of the development amenity are not adversely affected by excessive noise from environmental and transportation sources and to be in accordance with Policy BN11 of the Local Plan.

### **38) Noise Levels – Mechanical Equipment or Plant**

Noise from any mechanical equipment or building services plant, as measured in accordance with BS4142: 2014, shall not exceed the background noise level L90B(A) 15 minutes, when measured outside the window of the nearest noise sensitive or residential premises.

Reason: To protect the amenities of adjoining occupiers and the surrounding area.



39) Noise from construction

Noise levels at any occupied part of the development arising from construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Planning Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that the occupiers and users of the development amenity are not adversely affected by excessive noise from environmental and transportation sources and to be in accordance with Policy BN11 of the Local Plan 2020.

40) Commercial Strategy

None of the purpose-built student accommodation hereby permitted shall be occupied until a commercial strategy has been submitted to and approved in writing by the Local Planning Authority detailing the method of operation, including the hours and days of operation, of the end user of the Use Class E(g)(iii) light industrial space including its ancillary commercial yard.

In the event of any subsequent change in user of the Use Class E(g)(iii) light industrial space further approval of the method of operation, including the hours and days of operation, of the end user of the Use Class E(g)(iii) light industrial space including its ancillary commercial yard shall be submitted to the Local Planning Authority for approval in writing.

The Use Class E(g)(iii) light industrial space shall only be carried out in accordance with these approved details.

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 and to be in accordance with Policy BN11 of the Local Plan.

41) Sound insulation and noise mitigation details – Residential and Non-Residential

The Development shall not be occupied/used until details of a proposed sound insulation scheme to be implemented between the student accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation. The Development shall not be occupied/used until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme shall thereafter be permanently retained.

Reason: To protect the amenity of future occupants and/or neighbours.

42) Grease Trap

Prior to their installation details of any grease trap or grease digester system required to be installed to any kitchen in the building shall be submitted to and approved in writing by the Local Planning Authority. Details shall include plan and sectional drawings with measured drain sizes and invert levels and full manufacturer specifications. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation/use of the relevant part of the development and shall thereafter be permanently maintained.

Reason: To protect the amenity of future occupants and/or future nearby residential properties in accordance with Local Plan policy BN.4.

## **MANAGEMENT**

43) Delivery and Servicing Management Plan

No building forming part of the development shall be occupied/used until a delivery and servicing management plan (DSMP) detailing how all elements of that building are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at

<http://www.tfi.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP.

The approved details shall be implemented from first occupation/use of that part of the development and thereafter for the life of the development on the respective area of land.

Reason: In the interests of highway and pedestrian safety and residential amenity making adequate provision for deliveries and servicing and encouraging sustainable delivery methods in accordance with Policy T4 of the Local Plan.

#### 44) Waste and Recycling Management

Prior to the first occupation of each building forming part of the development hereby permitted, details of waste and recycling storage for that building shall be submitted to and approved in writing by the Local Planning Authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the first use of the development hereby permitted and shall thereafter be retained and maintained solely for its designated use. The waste and recycling storage areas/facilities are expected to demonstrate the following:

- The facilities are appropriately ventilated.
- They have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- They feature gates/doors with galvanised metal frames/hinges and locks.
- There is sufficient capacity to service the relevant building/use.
- There are maintenance facilities, including a wash-down tap and floor drain.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area in accordance with Local Plan policy BN.4.

#### 45) Student Management Plan

Prior to occupation of the student accommodation hereby approved, a Student Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall detail how all elements of the student accommodation would be managed by the accommodation operator, including the following:

- Term move-in and move-out arrangements, including details to minimise impact on the local highway network;
- Use and management of external courtyard areas;
- Management of spaces within student accommodation operator control (including details of how the flow of students within the yard would be managed);
- Management of Blue Badge parking bays;
- Hours of access and noise control within internal and external spaces;
- Security arrangements; and
- Community liaison.

The development shall be occupied and managed in accordance with the approved details for the lifetime of the development.

Reason: To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers in accordance with Local Plan policy BN.4.

#### 46) Estate Management Plan

Prior to first occupation/use of each building forming part of the development hereby approved, an Estate Management Plan for that building shall be submitted to and approved in writing by the Local Planning Authority. The Estate Management Plan shall detail how all areas within the



developer's ownership shall be managed and maintained. Details shall include information on how all external landscape areas would be maintained and tidied to a good visual standard, and how cross over of ownership demise with London Borough of Tower Hamlets Highway Authority would be managed. Thereafter the approved plan shall be complied with for the lifetime of the development.

Reason: To ensure that the development is completed and operated with good quality public realm spaces, and with appropriate management and maintenance procedures in place.

47) Adaptable & Wheelchair Accessible PBSA Accommodation

Five per cent of the student accommodation units hereby permitted shall be constructed to wheelchair accessible standards and comply with Part M of the Building Regulations and British Standard: 8300. Any communal areas and accesses serving the Wheelchair accessible bedrooms shall also comply with Part M of the Building Regulation. An additional Five per cent student accommodation shall be provided as easily Adaptable Wheelchair-accessible rooms for independent use. All other student accommodation units, communal areas and accesses hereby permitted shall be constructed to be easily accessible and comply with the Building Regulations.

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

48) Accessibility Management Plan

Prior to the commencement of the relevant part of the development hereby permitted, an Accessibility Management Plan (AMP) shall be submitted to and approved in writing by the Local Planning Authority. The AMP shall include details of:

1. The detailed design and layout of rooms that will be designed for wheelchair users to occupy from the outset (5% - 10 rooms in total)
2. A proposal for how rooms would be fitted out for those students who require an accessible room but are ambulant disabled
3. A mechanism to enable additional bedrooms up to a maximum of 10% of the total number of rooms (maximum of 21) to be fitted out within 2 weeks of the adaptable rooms being required and no accessible rooms being available unless agreed otherwise
4. Details of the way in which the website which advertises rooms at the development will advertise the availability of wheelchair accessible rooms; and
5. Details of the mobility scooter and blue badge parking provision to include a mechanism for review and regular monitoring of blue badge and mobility scooter parking demand. The AMP shall also set out how further mobility scooter or blue badge parking demand could be accommodated either on-site or on-street (within the immediate vicinity of the site) if required.

The AMP will be considered by the Local Planning Authority, in consultation with the GLA Access Adviser and the measures shall be implemented, and the accommodation operated only in accordance with the approved AMP at all times thereafter throughout the life of the development hereby permitted.

Reason: To ensure an inclusive environment.

## **SUSTAINABILITY**

49) BREEAM

Before any fit out works to the relevant part of the development hereby authorised begin, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Within 3 months of occupation of the purpose-built student accommodation hereby permitted, a certified Post Construction Review for the relevant use (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

Reason: To ensure that high standards of sustainability are achieved in accordance with policies S2 and S4 of the Local Plan.

50) Renewable energy

The development shall not be occupied/use until it has been constructed in accordance with the submitted TO INSERT including achieving reductions in regulated CO2 emissions through the use of on-site renewable energy generation sources approved as part of this development.

Reason: To ensure a high standard of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with policies S2 and S5 of the Local Plan.

51) Energy Strategy

Prior to commencement, (with the exception of demolition works) above ground slab level an updated Energy Strategy TO INSERT shall be submitted and agreed in writing with the local planning authority which provides further detail on how the development will meet the GLA Energy Hierarchy target of 15% for 'Be Lean' measures. This should include a description of all the measures that have been considered and how energy efficiency has been maximised. If further improvements cannot be made then a robust justification should be provided as to why.

Reason: In the interests of promoting sustainable development in accordance with policies S2 and S5 of the Local Plan.

52) Whole Life Cycle Assessment

Prior to any part of the development being brought into use, the post-construction tab of the GLA's whole life carbon assessment template for that part should be completed in line with the GLA's Whole Life Carbon Assessment Guidance with confirmation of submission to the GLA. The assessment shall be submitted to, and approved in writing by, the Local Planning Authority.

The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used.

Reason: To ensure the development is constructed and operated in accordance with the GLA's Whole Life-Cycle Carbon Assessment guidance and Policy SI2 of the London Plan and Policy S.8 of the LLDC Local Plan.

53) Ventilation Strategy

Prior to the commencement of above ground construction works, a ventilation strategy for the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall demonstrate adequate mitigation measures with respect to NOx filtration or ventilation. Each building forming part of the development shall be thereafter carried out prior to first occupation/use in accordance with the approved details and the mitigation measures maintained as part of the development.



Reason: To ensure that accommodation within the development is appropriately ventilated and achieves a suitable level of internal air quality in accordance with Local Plan policy BN.11.

54) Air Quality – building emissions

Prior to the commencement of the above ground level superstructure hereby permitted, details of the positioning of flue, height of flue and boiler manufacturer of the proposed communal boilers, together with an assessment of the impact of Building Emissions, shall have been submitted to and approved in writing by the Local Planning Authority. The boilers shall be compliant with the NOx emission limit of 40 mg/Kwh, specified in the Mayor of London's Sustainable Design and Construction SPG.

Each building forming part of the development shall be carried out prior to occupation in accordance with any such approval given and the details shall be retained and maintained for the lifetime of the development.

Reason and pre-commencement justification: To ensure that the boilers would not cause adverse impact in accordance with Local Plan policy BN.11.

55) Photovoltaics

Prior to the commencement of the above ground level superstructure hereby permitted, full details of photovoltaic (PV) panels and a strategy for their installation on site shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of each building forming part of the development and shall thereafter be permanently retained and maintained to the satisfaction of the Local Planning Authority in accordance with Local Plan policy S.3.

Reason: To ensure that the development meets a high standard of sustainable design, and that the construction incorporates renewable technologies.

56) Fire Strategy

Prior to commencement of above ground works hereby permitted, evidence shall be provided to the Local Planning Authority that consultation has been undertaken with the relevant approval authorities (Fire Service and Building Control) to agree the fire strategy approach to the:

- inner room arrangement scenario;
- lift arrangement; and
- single stair arrangement within Block B.

Should the approach vary from the fire strategy set out within the 'Overview Fire Safety Strategy Report', dated 1st August 2022, then an updated strategy shall be submitted to the Local Planning Authority for approval that is accompanied by relevant correspondence with the approval authorities.

The fire strategy shall be implemented as approved for each building forming part of the Development prior to first occupation/use of that building in accordance with the approved details and permanently retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with London Plan Policy D12.

57) Fire Evacuation Lifts

Prior to commencement of superstructure works, drawings showing the installation of fire evacuation lifts for each building core shall be submitted to, and approved in writing by, the Local Planning Authority

- Fire evacuation lifts shall thereafter be installed within the development hereby permitted in accordance with the approved drawings.

Reason: To ensure the safe and inclusive emergency evacuation of residents in accordance with London Plan Policies D3 and D12.

58) Overheating

Before the construction of the façades of the development hereby permitted takes place, an updated assessment of the internal temperature in summer of the development shall be submitted to, and approved in writing by, the Local Planning Authority, so as to demonstrate compliance with the requirements of the Building Regulations 2010 (Schedule 1, Part L). Such assessment shall use the method of calculation set out in the SAP 2012 (Appendix P) (or any subsequent edition of the SAP as may amend or replace the 2012 edition, as published by BRE) and have regard to CIBSE 2050 weather data.

The assessment shall include details of any mitigation measures that are proposed to be used to reduce overheating, which shall include without limitation and where appropriate design of the façades; provision of ventilation; and internal layout. The buildings shall be constructed in accordance with the approved details and maintained in this condition thereafter.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity and to be in accordance with policy S.4 of the Local Plan.

59) Lighting Strategy

No architectural lighting, security lighting or other external means of illumination of the site shall be provided, installed or operated in the development, except in accordance with a detailed scheme which shall provide for lighting that is low level, hooded and directional, and has been submitted to and approved in writing in advance by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and retained thereafter.

Reason: In the interest of residential amenity and to protect ecological systems in accordance with Local Plan policy BN.3.

60) CCTV

No CCTV equipment shall be installed until details of the design and appearance including the location have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and thereafter retained as such.

Reason: To ensure that the development does not prejudice the visual amenities of the locality in accordance with Local Plan policy B.4.

61) Wayfinding / Signage Strategy

Prior to first occupation/use of the development, a Wayfinding / Signage Strategy which shall include signage details of the east - west pedestrian access through route, including detailing of the intended appearance of signage for all uses on the site, as well as wayfinding (including waymarking from point of arrival), street signage and traffic related signage has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures. No building forming part of the development shall be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To create a legible development and to facilitate a high-quality visual amenity in accordance with Local Plan policy B.4.

**PERMITTED DEVELOPMENT**

62) Land Use

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified



in the application (being Use Class E(g)(iii) light industrial as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission)).

Reason: To provide control over the loss of employment generating use in accordance with the regeneration objectives for the Legacy Corporation area as set out in its purposes and within the Corporation's Local Plan. In granting this permission the Local Planning Authority has had regard to the special circumstances of this case and wishes to have the opportunity of exercising control over any subsequent alternative use.

## INFORMATIVES

1. **Written schemes of investigation** will need to be prepared and implemented by a suitably professionally accredited archaeological practise in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under Schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

2. **PM10 Monitoring Informative:**

Please, request the 'Daily Air Quality Exceedances form – Tower Hamlets Council' to the Pollution Team. This form needs to be included in the Dust Management Plan

- To include number of PM10 continuous monitoring stations, model/brand, and air consultant responsible for downloading the data and preparing the air quality reports
- To include locations of PM10 continuous monitoring stations
- PM10 monitoring must be undertaken for a month before construction works shall start.
- The worksite shall have the following Air Quality Trigger levels:
  - a 'red' alert of 190µg/m<sup>3</sup> set as a 1-hour mean for concentrations of PM10

The worksite shall have automatic alerts direct to the site manager so that when dust levels breach the acceptable limits action can be taken swiftly and effectively. When a red alert will be received, the project manager or the appropriate person(s) shall review the activities to identify any potential dust or particulate sources. If the cause of the red alert relates to site activity, mitigation shall be put in place immediately. When the red alert is exceeded, PM10 monitoring units shall send alerts (emails and/or text messages) to the project manager or the appropriate person(s). If a red alert is received, Tower Hamlets Pollution Team shall be notified.

- Notification to Tower Hamlets Air Pollution Team following a red alert:
- The project manager shall, as quickly as practicable, investigate activities on the site to ascertain any visible dust is emanating from the site and identify activities occurring without adequate dust control measures implemented.
- If it is identified that the cause of the alert relates to the worksite activity, mitigation shall be put in place immediately to reduce impacts.
- Details of the alert, investigation and actions taken shall be recorded in the site logbook and the Tower Hamlets Pollution Team shall be notified of the event. Within 24 hours of a 190µg/m<sup>3</sup> exceedance, an email to [Environmental.Protection@towerhamlets.gov.uk](mailto:Environmental.Protection@towerhamlets.gov.uk) shall be sent by completing the appropriate form 'Daily Air Quality Exceedances form – Tower Hamlets Council'. The site logbook shall be available to Tower Hamlets Council too;
- If no source of the dust event will be identified on site, and/or if the cause of the alert is not related to site operations, the outcome of any investigation shall be recorded in the site logbook and reported to Tower Hamlet Air Pollution Team through the form.
- For the entire monitoring duration, every month an air quality monitoring monthly report shall be sent to [Environmental.Protection@towerhamlets.gov.uk](mailto:Environmental.Protection@towerhamlets.gov.uk) within the first week of the following month. The monthly report shall include Quality Assurance (QA) and Quality Control (QC) information regarding the monitoring units.
- PM10 monitors should be installed according to the European Directive 2008/50/EC:

- The flow around the inlet sampling probe shall be unrestricted (free in an arc of at least 270 degrees)
- There should be no obstructions affecting the airflow in the vicinity of the sampler (normally some metres away from buildings, balconies, trees and other obstacles and at least 0.5m from the nearest building in the case of sampling points representing air quality at the building line).
- In general, the inlet sampling point shall be between 1.5m (the breathing zone) and 4m above the ground.
- The inlet probe should not be positioned in the immediate vicinity of sources to avoid the direct intake of emissions unmixed with ambient air.

It is not clear whether the proposed development will include restaurants/take away/bar/etc. If this is the case, I would recommend the following condition for commercial kitchens:

**3. Air Emission Flue Informative:**

Flues must be at least one metre above the highest part of the nearby buildings, and in many circumstances will need to be significantly higher. The appropriate stack height should be determined using dispersion modelling, and not only by using the Memorandum on Chimney Heights or the Technical Guidance Note (Dispersion) (known as a D1 calculation), which are not suitable when considering annual mean NO<sub>2</sub> concentrations. Flues should not be 'hidden' behind structures likely to impact of the dispersion of emissions.

**4. Secured by Design**

In aiming to satisfy this condition the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). The services of the Police DOCOs are available free of charge and can be contacted via [docomailbox.ne@met.police.uk](mailto:docomailbox.ne@met.police.uk). It is the policy of the local planning authority to consult with the DOCOs in the discharging of community safety condition(s).

**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: **INSERT**



**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](mailto:enquiries@pins.gsi.gov.uk)) or (Tel: 0117 372 8000).

To make an appeal online, please use [www.gov.uk/appeal-planning-inspectorate](http://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.