

DATED 27 August 2020

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) H COMPANY 2 LIMITED

(3) SOUTHERN GROVE HACKNEY WICK 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 Truman Brewery, Units 1-6,
Stour Road, London E3 2NT



Pinsent Masons

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THIS AGREEMENT is made on

27 August

2020

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **H COMPANY 2 LIMITED** (incorporated in Jersey) of 22 Grenville Street, St Helier, Jersey JE4 8PX (the "Owner"); and
- (3) **SOUTHERN GROVE HACKNEY WICK LIMITED** (Company Number 11136335) whose registered office is at 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 EGL355044 relating to the Site.
- (C) The Applicant has entered into an agreement for lease with the Owner dated 29 March 2018.
- (D) The Planning Application was validated by the LPA on 2 May 2019.
- (E) On 18 December 2019 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 Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Building"	means a building comprised in the Development
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this

Agreement and for no other purpose) operations consisting of site clearance, 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

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

	occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement with drawing number 9_1807_P_010_A showing the Site
"Plan 2"	means the plan attached at Appendix 2 of this Agreement with drawing number 9_1807_P_100_A showing the Publicly Assessable Open Space
"Plan 3"	means the plan attached at Appendix 3 of this Agreement with drawing number 9_1807_P_100_A showing the Highway Works
"Plan 4"	means the plan attached at Appendix 4 of this Agreement with drawing number 9_1807_SK_11 showing the location of the Employment Building
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 19/00185/FUL by the LPA for the demolition of the existing buildings and mixed use redevelopment comprising construction of a new building ranging in height from five to seven storeys to provide 1,908 sqm (GIA) of commercial space (use class B1c Business), 330 student rooms (279 en-suite, 34 shared bathroom, 11 wheelchair accessible and 6 wheelchair accessible studios) (use class Sui Generis) provision of B1 yard and podium amenity space along with public realm improvements blue bay car parking, cycle parking, refuse/recycling stores and new sub station
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 5

"Preparatory Works"	means the following enabling works:-
	(a) archaeological investigations
	(b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions
	(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 paragraph 2 of Schedule 1
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to 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 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
"SPD"	means the LPA's supplementary planning document Planning Obligations dated 10 November 2016
"Student Accommodation"	means the 330 Student Accommodation Units to be provided as part of the Development
"Student Accommodation Unit"	means any one 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
- (b) all ground works have been completed and
- (c) construction up to the 1st floor of the Building(s) have been completed

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

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

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

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

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

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

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall 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 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site,

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in

order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

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 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 save for paragraph 2.1.1 of Schedule 3, individual occupiers of the Student Accommodation Units; and

2.4.3 individual occupiers or lessees of individual units of Workspace (as defined in Schedule 5) 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 Developer) 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, Clauses 2, 6, 9, 11, 13, 16 and 17 which shall come into effect immediately upon completion of this Agreement.

4. **THE DEVELOPER'S COVENANTS WITH THE LPA**

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

- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;
- 4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and
- 4.1.4 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.

5. **THE LPA'S COVENANTS WITH THE DEVELOPER**

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

- 5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the LPA of such payment together with interest.
- 5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

- 6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-
- 6.1.1 if delivered by hand, the next Working Day after the day of delivery; and
- 6.1.2 if sent by first class post or recorded delivery post, the day 2 Working Days after the date of posting.
- 6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than 5 Working Days' notice:-

LPA:

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

For the attention of: Anthony Hollingsworth

Owner:

Address: 22 Grenville Street,
St Helier,
Jersey
JE4 8PX

For the attention of: The Company Secretary

Applicant:

Address: 843 Finchley Road,
London,
NW11 8NA

For the attention of: The Company Secretary

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least 7 Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. DISPUTE RESOLUTION

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

- 9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

- 9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of

the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

- 9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **NO WAIVER**

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

11. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

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

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

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

13. THE LPA'S COSTS

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

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

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

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

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

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

15. INTEREST

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

16. JURISDICTION AND LEGAL EFFECT

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

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

17. EXECUTION

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

SCHEDULE 1

AFFORDABLE STUDENT ACCOMMODATION

1. DEFINITIONS

- "Affordable Accommodation"** **Student** means accommodation provided to eligible students whose needs are not met by the market, and which accommodation should (a) meet the needs of eligible students including availability at a cost low enough for them to afford, determined with regard to local incomes and local accommodation prices and (b) include provision for the home to remain at an affordable price for future eligible students, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
- "Affordable Accommodation Units"** **Student** means the Baseline Affordable Student Accommodation Units and the Additional Affordable Student Accommodation (as defined in Schedule 2)
- "Baseline Affordable Student Accommodation Units"** **Affordable Student Accommodation** means the Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to this Schedule
- "RPI"** means the Retail Price Index published by the Office for National Statistics or any official publication substituted for it
- "London Affordable Rent"** **Student** means the rent (inclusive of service charge, utilities and estate charges) published annually by the Greater London Authority in the Mayor's Annual Monitoring Report, the rent for the academic year 2018/19 is required not to exceed £6,552, and which will be updated annually by the increased in the RPI
- "Perpetuity"** means a minimum term of one hundred and 25 years from the date of first Occupation of an Affordable Student Accommodation Unit

2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

- 2.1 Not less than 116 Student Accommodation Units shall be provided as Affordable Student Accommodation Units.
- 2.2 The Affordable Student Accommodation Units shall be indistinguishable from the Private Student Accommodation Units.
- 2.3 None of the Private Student Accommodation Units shall be Occupied until:-
- 2.3.1 the Affordable Student Accommodation Units are:-
- (a) Completed and made ready for occupation; and
 - (b) paragraph 3.2 of Schedule 3 has been complied with.

3. AFFORDABLE RENTS

- 3.1 Subject to paragraph 3.2, the rent (inclusive of service charge, utilities and estate charges) charges for the letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent.
- 3.2 The Developer shall once every 3 years from the date of the First Occupation of the Development submit to the LPA for approval a report detailing whether it is considered that the London Student Accommodation Affordable Rent is relevant when compared against student accommodation rents

in the LPA's administrative area. If the LPA approve the report then any amendments to the London Student Accommodation Affordable Rent shall be effective from the beginning of the next academic year until the submission of the next report.

4. **WHEELCHAIR AFFORDABLE STUDENT ACCOMMODATION UNITS**

4.1 The Developer shall:-

4.1.1 provide not less than 10% of the Affordable Student Accommodation Units as adaptable dwellings for wheelchair users across all unit sizes and tenures (the "**Wheelchair Affordable Student Accommodation Units**");

4.1.2 not carry out any works comprised in the Development beyond Substantial Implementation until details of the location of the Wheelchair Affordable Student Accommodation Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA; and

4.1.3 notify the LPA at least 6 months prior to Completion of each Wheelchair Affordable Student Accommodation Unit and thereafter from the date of such notification until the date of Completion of such unit market the Wheelchair Affordable Student Accommodation Unit as such.

4.2 For each and every subsequent letting of a Wheelchair Affordable Student Accommodation Unit, the Developer shall:-

4.2.1 actively market the unit as a Wheelchair Affordable Student Accommodation Unit;

4.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Student Accommodation Unit to a student who is a wheelchair user, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 4.2.3; and

4.2.3 in the event that, following marketing, a tenancy is not granted to a student who is a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 4.2.1 and 4.2.2) and shall, at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the future marketing of the Wheelchair Affordable Student Accommodation Units.

5. **GENERAL**

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

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Actual Build Costs" means the actual build costs comprising demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-

- (a) details of payments made or agreed to be paid in the relevant building contract
- (b) receipted invoices and
- (c) 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:-

- (i) project management costs
- (ii) overheads and administration expenses and
- (iii) professional, finance, legal and marketing costs

to be assessed by the LPA

"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 and which shall be subject to the Affordable Student Accommodation Cap

"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 and

	(e)	identifies any Partial Unit Contribution
"Affordable Student Accommodation Cap"		means 50 per cent of the Student Accommodation Units
"Application Stage Build Costs"		means the costs of demolition, construction, external works and assumed contingency allowance to be assessed on the relevant Review Date
"Application Stage GDV"		means the estimated gross development value established on the relevant Review Date
"Average Student Affordable Accommodation Values"		means the average value of Affordable Student Accommodation Unit floorspace per square metre within the Development at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated 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
"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 Review Stage GDV and Estimated 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
"Component(s) of Development"	of	means a part of the Development including but not limited to:- <ul style="list-style-type: none"> (a) Private Student Accommodation Unit (b) Affordable Student Accommodation Unit (c) Workspace (d) any other floorspace (e) property (f) land and (g) any other component at the Development

"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 Review"	Break	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 Review Submission"	Break	means the following information to be submitted by the Developer to the LPA on an open book basis:- <ul style="list-style-type: none"> (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:- <ul style="list-style-type: none"> (a) Review Stage GDV (b) Estimated GDV (c) Average Private Student Accommodation Values (d) Average Affordable Student Accommodation Values (e) Actual Build Costs and (f) Estimated Build Costs <p>AND including in each case supporting evidence to the LPA's reasonable satisfaction</p>
"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 Submission"	Review	means the following information to be submitted by the Developer to the LPA on an open book basis:- <ul style="list-style-type: none"> (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

"Estimated Build Costs" means the estimated build costs of the Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the LPA

"Estimated GDV" means the estimated Open Market Value of all the remaining Components of the Development not disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"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

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

A = Updated GDV (£)

B = Application Stage GDV (£)

C = Updated Build Costs (£)

D = Application Stage Build Costs (£)

P = (A - B) * Y; Developer profit on change in GDV (£)

Y = Target Return (%)

"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 Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional Intermediate Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average value of market Student Accommodation per m² (£)

B = Average value of Affordable Student Accommodation per m² (£)

C = Average value of Intermediate Housing per m² (£)

D = Average Habitable Room size for Development (m²)

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

F = 50%

G = 50%

"Habitable Room"	means any room within a Student Accommodation Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
"Memorandum"	means a memorandum made in accordance with paragraph 5 of this Schedule
"Non-Open Market Value"	<p>means a value below the Open Market Value, for example due to a disposal or other related transaction:-</p> <ul style="list-style-type: none"> (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 Private Residential Unit or Affordable Student Accommodation Unit which may include without limitation the following types of transaction:- <ul style="list-style-type: none"> (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

"Open Market Value"

means the best price at which the disposal being sale or lease or other form of disposal as the case may be and all leasehold interests in the development shall be for a term of not less than 125 years (unless a shorter term of years has been agreed prior in writing with the LPA) and such relevant interest (which may comprise one or more units) which would have been completed unconditionally for cash consideration at the valuation date at the time of the disposal assuming:-

- (a) the price at which a property will sell or be let in the open market as between a willing purchaser and willing seller OR willing lessor or willing lessees (as the case may be) acting at arm's length
- (b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than 6 months for the marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale and
- (c) where each party has acted knowledgeably prudently and without compulsion

AND excluding Non-Open Market Value

"Partial Unit Contribution"

means a financial contribution towards Affordable Student Accommodation in the LPA's administrative area payable where an Early Stage Review or 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)

"Planned Resumption Date"

means the anticipated date for resuming the Development following a Development Break

"Public Subsidy"

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

"Review Date"

means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date

"Review Stage GDV"

means the:-

- (a) value of all gross receipts from any disposal (whether freehold or long leasehold) of a Component of the Development prior to the relevant Review Date and
- (b) Open Market Value of any Component of the Development that is the subject of an assured shorthold tenancy agreement or any short term let

AND which takes account of Public Subsidy and any Development

related income from any other sources to be assessed by the LPA

"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
"RICS Valuation Standards"	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
"Substantial Implementation Long Stop Date"	means the date 18 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Target Return"	means the developer profit on Application Stage GDV of 20% on Private Student Accommodation Units, 15% on Workspace and 6% on Affordable Student Accommodation Units to be assessed on the relevant Review Date
"Updated Build Costs"	means the sum of:- (a) Actual Build Costs and (b) Estimated Build Costs
"Updated GDV"	means the sum of:- (a) Estimated GDV and (b) Review Stage GDV
"Viability Reviews"	means any and all of the Early Stage Review and Development Break Review
"Viability Review Submissions"	means any and all of the Early Stage Review Submission and the Development Break Review Submission

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 9 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 not undertake any further works which would constitute Substantial Implementation 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;

3.1.2 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; and

3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 Working Days before the Revised Substantial Implementation Date.

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 not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a 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;

4.2.2 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; and

4.2.3 submit the Development Break Review Submission to the LPA prior to but not more than 40 Working Days before the Planned Resumption Date.

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 in the case of an Early Stage Review or a Development Break Review only 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; and

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 the Developer shall prior to Occupation of more than 85% of the Private Student Accommodation Units:-

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 more than 85% of the 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
"Higher Education Institution"	means an institution supported by the Higher Education Funding Council for England (or its successor in function) and which delivers higher education to students in England or such other education institution as shall be agreed between the LPA, the Council and the Developer from time to time
"Nominations Agreement"	<p>means evidence (in the form of a lease or contract or a freehold transfer of the site of the Student Accommodation to the Higher Education Institution) that no less than 51% of the Student Accommodation which shall include the Affordable Student Accommodation (as defined in Schedule 1) will be operated and managed by the Higher Education Institution or by the Student Housing Accommodation Provider for and on behalf of the Higher Education Institution during the Academic Year for:-</p> <ul style="list-style-type: none">(a) the use of their Students and/or(b) the use of Students who study at institutions based in LLDC's administrative area and/or(c) the use of Students who study at institutions based in Newham, Walthamstow, Tower Hamlets or Hackney and/or(d) any other Students provided that the Higher Education Institution shall not be permitted to operate and manage the Student Accommodation for students other than those listed at (a) – (c) above unless and until it has submitted reasonable evidence to the LPA demonstrating that the Higher Education Institution (or the Student Housing Accommodation Provider on behalf of the Higher Education Institution) has used Reasonable Endeavours to operate and manage the Student Accommodation for students listed at (a) – (c) but that the Student Accommodation is not fully utilised by those students
"Students"	means students enrolled in a full-time higher education course at a Higher Education Institution and any student linked to the Higher Education Institution and "Student" shall be construed accordingly
"Student Housing Accommodation Provider"	means a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation as shall be agreed between the LPA, the Council and the Developer from time to time which (for avoidance of doubt) may include Future Generation Limited and associated companies

2. **STUDENT ACCOMMODATION**

2.1 The Developer covenants with the LPA as follows:-

2.1.1 subject to the provisions of this Schedule, to ensure that the Student Accommodation is used and occupied for (but subject to paragraph 3.4 of this Schedule) no purpose other than its authorised purpose as student accommodation.

3. **USE OF STUDENT ACCOMMODATION**

3.1 During the Academic Year the Student Accommodation shall only be let by in the following order of priority:-

3.1.1 the use of the Higher Education Institution Students;

3.1.2 the use of Students who study at institutions based in LLDC's administrative area;

3.1.3 the use of Students who study at institutions based in Newham, Walthamstow, Tower Hamlets or Hackney; and

3.1.4 any other Students provided that reasonable evidence has been submitted to the LPA demonstrating that Reasonable Endeavours have been used to operate and manage the Student Accommodation for students listed at (a) – (c) but that the Student Accommodation is not fully utilised by those students.

3.2 Prior to Occupation of the Student Accommodation the Developer shall submit the Nominations Agreement to the LPA and the Student Accommodation shall not be Occupied until the LPA has approved the Nominations Agreement (and for the avoidance of doubt such approval shall be subject to Clause 1.2.4 and Clause 9 of this Agreement).

3.3 Subject to paragraph 3.4 below, the Student Accommodation shall not be Occupied other than in accordance with the approved Nominations Agreement.

3.4 Outside the Academic Year the Student Accommodation may be let:-

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

3.4.2 as temporary accommodation for uses related to an End User educational and conference operations including (without limitation) the housing of temporary 'summer school' students; and

3.4.3 any delegates of an End User,

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

PROVIDED that any use carried out outside the Academic Year shall not constitute a material change of use from the use permitted under the Planning Permission.

3.5 The Owner covenants to ensure that the Student Accommodation is used at all times as a single planning unit and that:-

3.5.1 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

3.5.2 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.

SCHEDULE 4

SUSTAINABLE TRANSPORT

1. DEFINITIONS

"Bond"	means the sum of £60,000 in respect of the works required to convert the Existing Parking Bays into personalised blue badge parking bays
"Disabled Car Parking Delivery and Management Strategy"	<p>means a strategy for the delivery and management of the Disabled Car Parking Spaces to include (but not limited to):-</p> <ul style="list-style-type: none">(a) the layout and location of the Disabled Car Parking Spaces(b) the process for delivery of the Disabled Car Parking Spaces(c) provision for 20% of the Disabled Car Parking Spaces provided to have electric charging points <p>the process for the review of the effectiveness of the strategy and the inclusion of any required amendments</p>
"Disabled Car Parking Spaces"	means the Existing Parking Bays
"Existing Parking Bays"	means the five existing parking bays located on the Site
"Highway Agreement"	means an agreement under s.278 and/or s.38 of the Highways Act 1980
"Highway Safety Contribution"	means the sum of £50,000 (Indexed) which shall be used by the LPA towards the provision of safety personnel to assist residents and businesses following road closures and diversions undertaken during the construction of the Development
"Highway Works"	<p>means the:-</p> <ul style="list-style-type: none">(a) tree build out around two existing trees on Stour Road(b) extension of the widened footway on Beachy Road to the westerly proposed tree build out(c) the conversion of existing parking bays into the Disabled Car Parking Spaces and the provision of the Bond in respect of the works(d) replace crossover and reinstatement and improvement of the footway adjacent to the Site and(e) amendments to on-street parking and loading bays to enable access to the Site and the off-street yard <p>as shown on Plan 3</p>
"LLDC Construction"	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

Management Group"	within the LLDC area and controlling the demolition and construction noise and vibration and dust impacts
"LLDC Construction Management Group Contribution"	means the sum of £20,000 (Indexed) which shall be used by the LPA towards the monitoring of highway safety and construction works and administration of the LLDC Construction Management Group
"Public Realm Contribution"	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

2. CAR CLUB AND COMMERCIAL VAN SHARING

- 2.1 The Developer shall use Reasonable Endeavours to procure at its own cost 1 car club/van share parking space(s) with an electric charging point on a road in the vicinity of the Development the exact location of which is to be agreed with the LPA (in consultation with the Highway Authority) and to provide the car club/van share parking space and demarcate it as "car club/van share parking only".
- 2.2 The Developer shall:-
- 2.2.1 procure a car club/van share operator to operate the car club/van share vehicle in the parking space provided in accordance with paragraph 2.1 from First Occupation of the Development and to operate that car club/van share vehicle for the life of the Development commencing on First Occupation of the Development;
- 2.2.2 provide the first commercial tenant of each Workspace with free membership for a period of 5 years for the use of the car club/van share referred to in paragraph 2.2; and
- 2.2.3 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/van share referred to in paragraph 2.2.

3. HIGHWAY AGREEMENT

- 3.1 Prior to the Commencement of Development the Development shall agree with the LPA (in consultation with the Highway Authority) the Highway Works.
- 3.2 Prior to the Commencement of Development the Developer shall enter into a Highway Agreement with the Council for the provision of the Highway Works.
- 3.3 The Highway Works shall there after be delivered in accordance with the Highway Agreement.

4. CAR PARKING

- 4.1 Prior to Substantial Implementation the Developer shall submit the Car Parking Delivery and Management Scheme (prepared in consultation with the Highway Authority) to be approved by the LPA.
- 4.2 The scheme approved in accordance with paragraph 4.1 shall thereafter be delivered for the lifetime of the Development.

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 To pay the LLDC Construction Management Group Contribution to the LPA prior to the Commencement of Development.

6. **HIGHWAY SAFETY CONTRIBUTION**

6.1 To pay the Highway Safety Contribution to the LPA prior to the Commencement of Development.

7. **PUBLIC REALM CONTRIBUTION**

7.1 To pay the Public Realm Contribution to the LPA prior to the Commencement of Development.

SCHEDULE 5

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan
"Monitoring Period"	means 6 months after first Occupation until 5 years after first Occupation of the final Building to be Completed
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"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 visitors to, and employees of, the Development
"Travel Plan Monitoring Contribution"	means the sum of £50,000 (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plan
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:- (a) details of trip generation rates (b) details of mode share and change in mode share over time (c) details of how effectively the Travel Plan has operated within the previous period (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and

- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

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

2. TRAVEL PLAN

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

2.1.1 submit and obtain the LPA'S approval to a Travel Plan; and

2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

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

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

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

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

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

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

2.3.5 contain measures aimed at:-

(a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car;

(b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and

(c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development;

2.3.6 include a parking review plan which sets out:-

(a) a strategy for periodic review of the parking spaces; and

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

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

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

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

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

3. TRAVEL PLAN MONITORING

3.1 Prior to the Occupation of the Development to 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 the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 6

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Affordable Rent"	means the rent the Affordable Workspace Provider charges their end tenant to be a maximum of £8 per square foot (excluding utilities, service charge and business rates) on an annual basis in perpetuity
"Affordable Workspace"	means 475sqm of B1 Workspace, which equates to 25% of the Workspace, to be provided as part of the Development in accordance with this Schedule
"Affordable Workspace Lease"	means the lease of the Affordable Workspace between the Owner and the Affordable Workspace Provider for a minimum term of 125 years at the Affordable Rent
"Affordable Workspace Plan"	means a plan showing the location and configuration of the Affordable Workspace within the Development
"Affordable Workspace Provider"	means The Stour Trust or another Workspace Provider approved by the LPA in writing who will enter into the Affordable Workspace Lease
"Affordable Workspace Scheme"	means a scheme containing the details and mechanisms for the provision and retention of the Affordable Workspace
"Council's Area"	means the administrative area of the Council
"Employment Building"	means the building within which the Workspace shall be provided as shown edged and hatched red on Plan 4
"Employment Building Delivery Penalty"	means the sum of five million pounds (£5,000,000) (Indexed) which shall be used by the Local Planning Authority to deliver the Workspace and/or the Affordable Workspace contained in the Employment Building
"Employment Building Delivery Penalty Notice"	means a notice issued to the Developer by the LPA requesting payment of the Employment Building Delivery Penalty following failure by the Developer to provide the Workspace and/or the Affordable Workspace in accordance with this Schedule
"Host Boroughs"	means the Council, Hackney, Newham and Waltham Forest Councils
"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
	(c)	Host Boroughs
"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
"Relocation Strategy"		means a written strategy identifying how the current business occupiers will be relocated to suitable premises within the boroughs of Newham, Walthamstow, Tower Hamlets or Hackney
"Shell and Core"		means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
"Workspace"		means the 1,433 metres square of floorspace within the Development (excluding the Affordable Workspace) to be used as commercial floorspace as authorised by the Planning Permission and provided in accordance with this Schedule
"Workspace Plan"		means a plan showing the location and configuration of the Workspace within the Development
"Workspace Provider"		means providers of workspace who manage flexible affordable space for new start-ups, studios, marketspace or artists as well as for micro, small and medium business to become established and grow and who may (for the avoidance of doubt) be the same or a different provider as the Student Housing Accommodation Provider
"Workspace Strategy"		means a scheme containing the details and mechanisms for the provision and retention of the Workspace

2. WORKSPACE STRATEGY

- 2.1 The Developer shall not implement the Development beyond Substantial Implementation unless and until:-
- 2.1.1 the Developer has submitted the Workspace Strategy to the LPA for its approval; and
- 2.1.2 the LPA has given its approval in writing to the Workspace Strategy.
- 2.2 The Workspace Strategy shall include:-
- 2.2.1 details of the categories of person to whom the Workspace shall be made available including the selection criteria which shall for the avoidance of doubt shall give a first preference to small local companies and businesses such as:-
- (a) those with a social value (i.e. charities or social enterprises);
 - (b) those with cultural values (i.e. creative and artists workspace, rehearsal and performance space and makerspaces);
 - (c) those in disadvantaged groups in any sector;
 - (d) those supporting educational outcomes through connections to schools, colleges or higher education; and
 - (e) those supporting start up and early stage business or regeneration,

provided always that (for avoidance of doubt) the Workspace may be made available for open market rent and nothing in this Schedule shall require the Owner to make the Workspace available for less than open market rent;

- 2.2.2 details of how the 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 Workspace as detailed on the Workspace Plan;
 - 2.2.4 details of how the Workspace will be designed and marketed to meet the needs of small local companies and business specified at paragraph 3.2.1 above;
 - 2.2.5 details of how the 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 Workspace will be managed by a workspace provider being an organisation with a long term commitment to delivering the social, cultural and economic vision as such categories of businesses specified at paragraph 2.2.1 above;
 - 2.2.7 details of how the inter relation between the Workspace and the Student Accommodation will be managed including the appointment of an estate manager for both commercial and residential occupiers; and
 - 2.2.8 where it is proposed to dispose of or transfer the Workspace, details of the mechanism by which the Workspace will be transferred or disposed of including the arrangements to ensure that the Workspace shall remain available for its purpose as Workspace.
- 2.3 The Developer shall not less than twice a year from the date of the first Occupation of the first part of the Workspace until the later of date on which all Workspace is Occupied or 5 years after the Occupation of the first part of the Workspace:-
- 2.3.1 review the effectiveness of the Workspace Strategy; and
 - 2.3.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.
- 2.4 No Student Accommodation Units shall be Occupied unless and until the Workspace has been constructed and has been transferred to or an agreement for lease with the Workspace Provider has been entered into in accordance with the approved Workspace Scheme.
- 2.5 In the event that the covenant in paragraph 2.4 has not been complied with then the Developer covenants with the LPA to pay the Employment Building Delivery Penalty to the LPA within 15 Working Days of receipt of the Employment Building Delivery Penalty Notice.
- 2.6 The Workspace shall not be Occupied except in accordance with the approved Workspace Scheme.
3. **AFFORDABLE WORKSPACE**
- 3.1 The Developer shall not Commence the Development unless and until:-
- 3.1.1 the Developer has submitted the Affordable Workspace Scheme to the LPA for its approval; and
 - 3.1.2 the LPA has given its approval in writing to the Affordable Workspace Scheme.

- 3.2 The Affordable Workspace Scheme shall include:-
- 3.2.1 details of the categories of person to whom the Affordable Workspace shall be made available including the selection criteria which shall for the avoidance of doubt be first offered to small local companies and businesses such as:-
 - (a) those with a social value (i.e. charities or social enterprises);
 - (b) those with cultural values (i.e. creative and artists workspace, rehearsal and performance space and makerspaces);
 - (c) those in disadvantaged groups in any sector;
 - (d) those able to demonstrate that they cannot afford market rent space;
 - (e) those supporting educational outcomes through connections to schools, colleges or higher education; and
 - (f) those supporting start up and early stage business or regeneration;
 - 3.2.2 details of how the Affordable Workspace will be allocated to the categories of businesses specified at paragraph 3.2.1 above;
 - 3.2.3 details of the terms upon which the Affordable Workspace shall be made available including details of the market rent and Affordable Rent;
 - 3.2.4 the precise location and configuration of the Affordable Workspace as detailed on the Affordable Workspace Plan;
 - 3.2.5 details of how the Affordable Workspace will be designed and marketed to meet the needs of small local companies and business specified at paragraph 3.2.1 above;
 - 3.2.6 details of how the Affordable Workspace will be delivered noting that this should be to a minimum of Shell and Core;
 - 3.2.7 details of the Affordable Workspace Lease;
 - 3.2.8 details of how the inter relation between the Affordable Workspace and the Student Accommodation will be managed including the appointment of an estate manager for both commercial and residential occupiers; and
 - 3.2.9 where it is proposed to dispose of or transfer the Affordable Workspace, details of the mechanism by which the Affordable Workspace will be transferred or disposed of including the arrangements to ensure that the Affordable Workspace shall remain available for its purpose as Affordable Workspace in perpetuity.
- 3.3 The Developer shall not less than twice a year from the date of the first Occupation of the first part of the Affordable Workspace until the later of date on which all Affordable Workspace is Occupied or 5 years after the Occupation of the first part of the Affordable Workspace:-
- 3.3.1 review the effectiveness of the Affordable Workspace Strategy; and
 - 3.3.2 submit to the LPA for approval a report detailing the effectiveness of the Affordable Workspace Strategy and any proposed amendments thereto.
- 3.4 No Student Accommodation Units shall be Occupied unless and until the Affordable Workspace has been constructed and has been transferred to the workspace provider in accordance with the approved Affordable Workspace Scheme.

3.5 In the event that the covenant in paragraph 3.4 has not been complied with then the Developer covenants with the LPA to pay the Employment Building Delivery Penalty to the LPA within 15 Working Days of receipt of the Employment Building Delivery Penalty Notice.

3.6 The Affordable Workspace shall not be Occupied except in accordance with the approved Affordable Workspace Scheme.

4. **RELOCATION STRATEGY**

Prior to the Commencement of Development the Developer shall submit and obtain the LPA's approval to the Relocation Strategy and thereafter implement the approved Relocation Strategy prior to the Commencement of Development.

5. **LOCAL LABOUR AND LOCAL BUSINESS**

5.1 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:-

5.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Host Boroughs;

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

5.1.3 the recruitment of persons living in the Host Boroughs accounts for 25% of the construction jobs arising from the Development;

5.1.4 the recruitment of persons living in the Host Boroughs accounts for a total of between 25% and 85% of the end-use jobs at the Development;

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

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

5.1.7 work-based learning opportunities are provided at the Development, including not less than 4 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.

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

5.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

5.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and

5.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

SCHEDULE 7

SUSTAINABILITY

1. DEFINITIONS

- "Carbon Offset Payment"** means the sum having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:-
- $\text{Carbon gap (Tonnes of Co2)} \times \text{Price of Carbon (£60)} \times 30 \text{ (years)} = \text{offset payment (Indexed)}$
- to be applied by the LPA in accordance with Part 5 of the SPD
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Energy Statement"** means the Energy Strategy Report dated July 2019 submitted as part of the Planning Application
- "Future Proofing Measures"** Means future proofing measures within the Development including but not limited to heating system tap-offs and identified distribution routes to enable:-
- (a) future expansion of the On Site ASHP Plant to any future nearby and existing developments and
 - (b) future connection of the Development to the District Energy Network or any alternative Off Site district energy network
- "On Site ASHP Plant"** means the proposed On Site Air Source Heat Pumps energy centre located at basement level including a communal boiler system

2. CONNECTION TO ENERGY NETWORK

- 2.1 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted to the LPA and the LPA has approved a written report updating the information and conclusions contained within the Energy Statement as to the feasibility of connecting the Development to the District Energy Network.
- 2.2 If the report submitted to the LPA pursuant to paragraph 2.1 demonstrates that there has been a material change in circumstances from what is set out in the Energy Statement and that it is technically and financially feasible to connect the Development to the District Energy Network, no Building shall be Occupied unless and until it has been connected to the District Energy Network.
- 2.3 If the report submitted pursuant to paragraph 2.1 concludes that there has been no material change in circumstances from what is set out in the Energy Statement and/or it will not be technically and/or financially feasible to connect all Buildings to the District Energy Network without delaying the programme for completing the Development then the Developer shall provide the On Site ASHP Plant and no Building shall be Occupied unless and until it has been connected to the On Site ASHP Plant.
- 2.4 Save where the Development is connected to the District Energy Network:-
- 2.4.1 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;

- 2.4.2 the Developer shall incorporate the approved Future Proofing Measures within the Development; and
- 2.4.3 no part of the Development shall be Occupied unless and until the Developer has submitted a report to the LPA demonstrating that the approved Future Proofing Measures have been incorporated within the relevant part of the Development.

3. CARBON OFFSET PAYMENT

The Developer shall pay the Carbon Offset Payment to the LPA prior to Substantially Implemented and no part of the Development shall be Substantially Implemented until the Carbon Offset Payment has been paid to the LPA.

4. REDUCTION OF ENERGY DEMAND

- 4.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-
 - 4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
 - 4.1.2 the promotion of the use of energy efficient appliances; and
 - 4.1.3 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).

5. BREEAM

- 5.1 The Developer shall achieve a minimum BREEAM Very Good rating for the Development and shall use reasonable endeavours to achieve a BREEAM Excellent rating.
- 5.2 The Developer shall provide evidence to the LPA of the BREEAM rating, being a minimum of BREEAM Very Good, for approval prior to the Occupation of the Development.

SCHEDULE 8

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
- "Architect"** means Henley Halebrown
- "Design Monitoring Costs"** means the monies paid in accordance with 3.1.3 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 construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to Conditions 23, 24, 25, 26, 27, 30, 43 and 50 of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment; and
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

3. DESIGN MONITORING COSTS

- 3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-
- 3.1.1 notify the LPA immediately of such non-retention;
 - 3.1.2 prior to appointing an architect to replace the Architect to submit and obtain the LPA's written approval to the replacement architect; and

- 3.1.3 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:-
- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
 - (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
 - (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent,

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £100,000 (Indexed).

4. RESTRICTION ON DEVELOPMENT

- 4.1 The Development shall not Commence until the Developer has either:-
- 4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or
 - 4.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.
- 4.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2.
- 4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

SCHEDULE 9

ESTATE MANAGEMENT

1. DEFINITIONS

- "Common Areas" means:-
- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act and
 - (b) all areas within the Development which are used in common by Occupiers and users of such Buildings
- which are shown on Plan 2
- "Estate Management Strategy" 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 10
- "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.

SCHEDULE 10

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) the timing of the construction of the Residential Units and the delivery of the PAOS
- "North South Route"** means the route as shown edged red on Plan 2
- "Permitted Closures"** means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-
- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
 - (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS
 - (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
 - (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
 - (e) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained
- "PROVIDED THAT"** save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than 3 days prior to the date such Permitted Closure is to commence
- "Publicly Accessible Open Space" or "PAOS"** means areas of the public realm and pedestrian routes including the North South Route within the Development in accordance with the Planning Permission as shown on Plan 2 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 9.

SCHEDULE 11

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

The Developer covenants to:-

- 2.1 comply with the Considerate Constructors Scheme during the construction of the Development;
- 2.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 2.1 and 2.2 above.

SCHEDULE 12

WATERWAY

1. DEFINITIONS

"Waterway Contribution" means the sum of £30,000 (Indexed) which shall be used by the LPA for the improvement of the towpath and access points to the Waterway

"Waterway" means the section the River Lea located to the east of the Site as shown hatched blue on Plan 1

2. WATERWAY CONTRIBUTION

The Owner covenants to pay the Waterway Contribution to the LPA prior to the Commencement of Development.

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

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

)
)
)
Director
(Lyn Garner)
Director/Secretary



EXECUTED as a Deed (but not delivered until dated) by SOUTHERN GROVE HACKNEY WICK LIMITED acting by two Directors or a Director and the Secretary:-

)
)
)
)
)
Director-

acting by a director in the presence of:

signature of director:

Director/Secretary

signature of witness:

name of witness: TAKEK JUMAH

address of witness: 41 UNEX TOWER, E15 1RA.

EXECUTED as a Deed (but not delivered until dated) by H COMPANY 2 LIMITED acting by two Directors or a Director a company incorporated and the Secretary:- in Jersey acting by

)
)
)
)
)
)
Director

IVAN EZEKIEL who in accordance with the laws of that territory is acting under the authority of the company

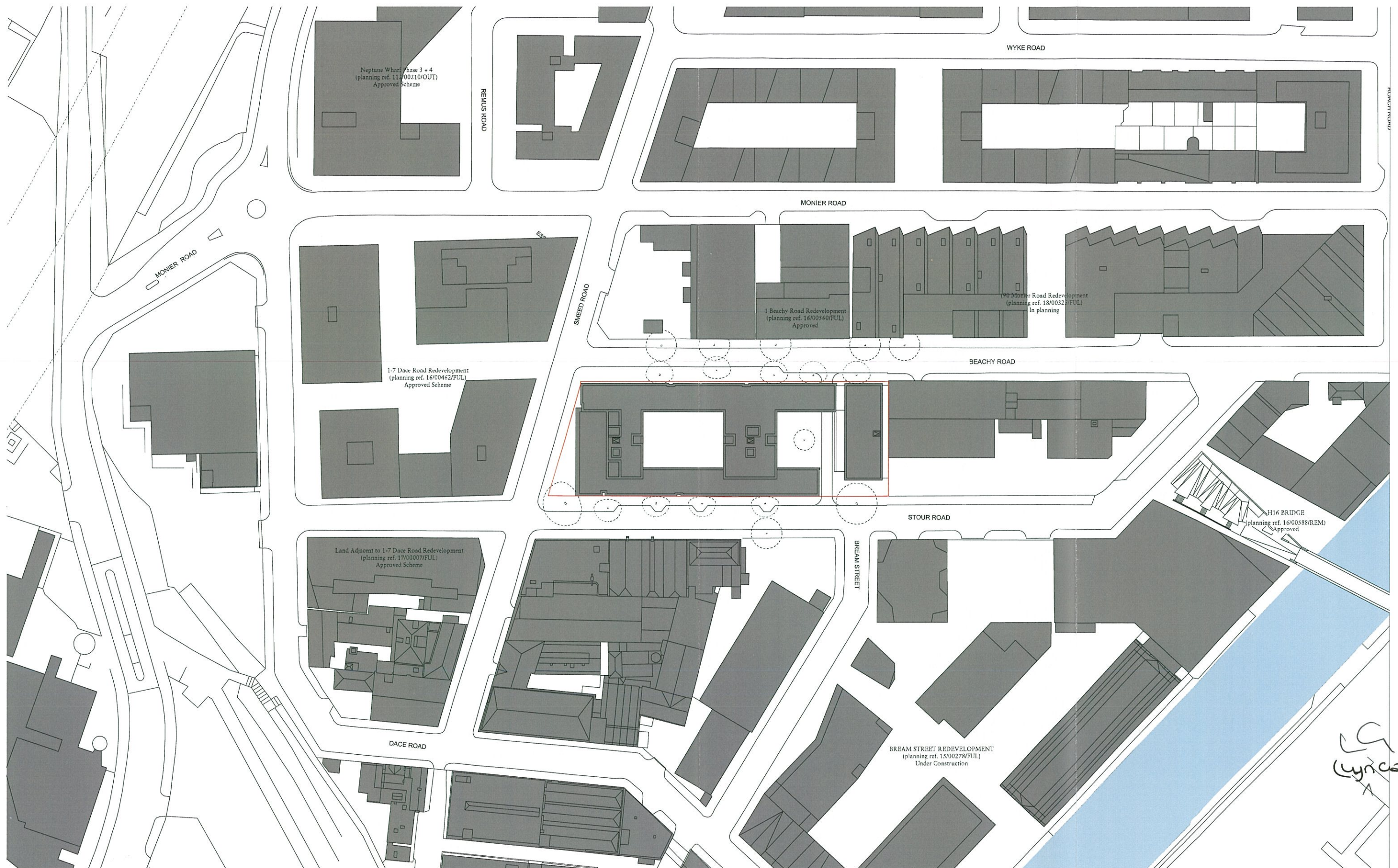
Director/Secretary

H Company 2 Limited

Signature in the name of H Company 2 Limited

Authorised Signatory

APPENDIX 1
PLAN 1 – SITE PLAN



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

Rev.	Date	Reason for issue
A	20/09/19	

Key

Site Boundary ———

Title
Proposed
Site Layout Plan

Client
Future Generation

Project
Stour Road

First issued	Originator	@A3	@A1	Status
24.04.19	BR	1:1000	1:500	I

Drawing no. 9_1807_P_010_A

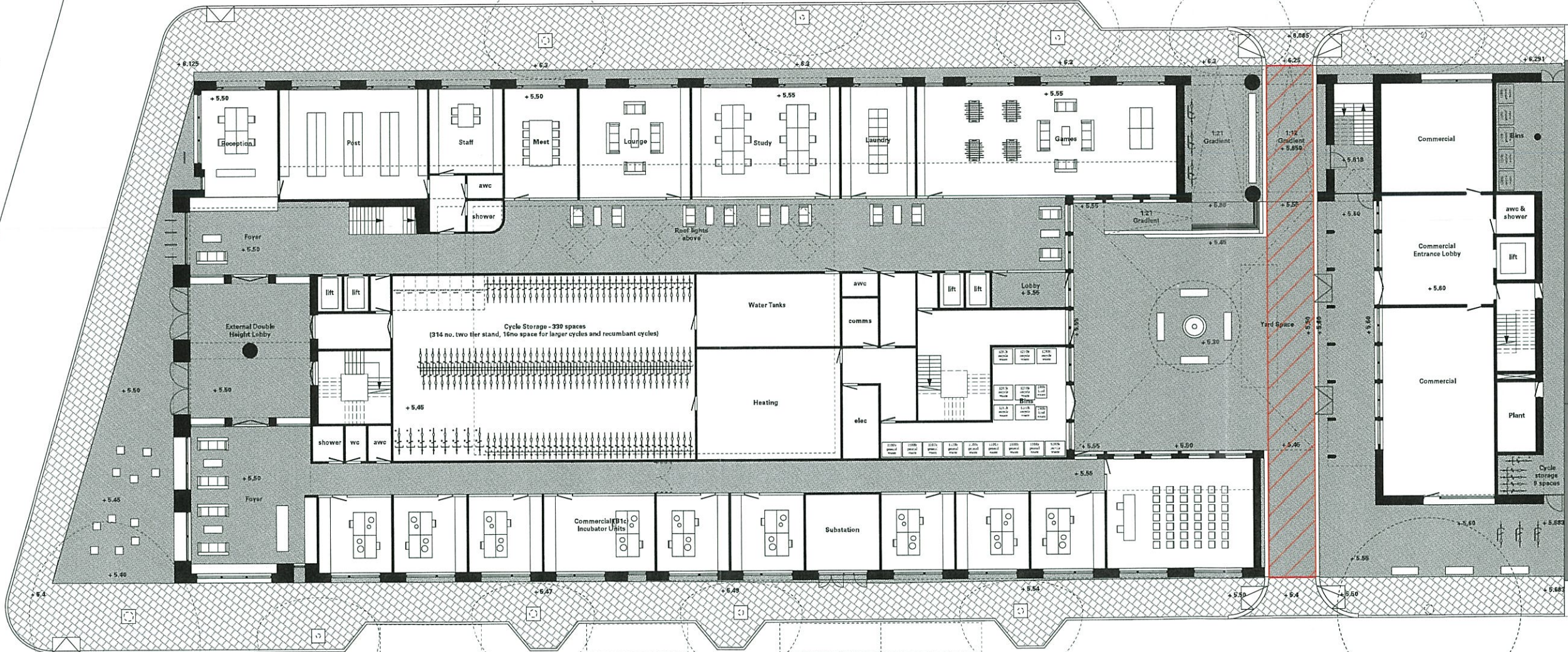
21 Perserverance Works 38 Kingsland Road London E2 8DD +44 (0)20 7033 9700 studio@HHbR.co.uk	architects Henley Halebrown
--	--

Handwritten signature: Lyn Cameron



APPENDIX 2

PLAN 2 – PUBLICALLY ASSESSABLE OPEN SPACE



(lyn corner)

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

Key

A 20.09.19
Rev. Date Reason for issue

Check

Title
Proposed
Ground Floor Plan

Client
Future Generation

Project
Stour Road

First Issued
24.04.19

Originator
CL

@A3
1:300

@A1
1:150

Status
I

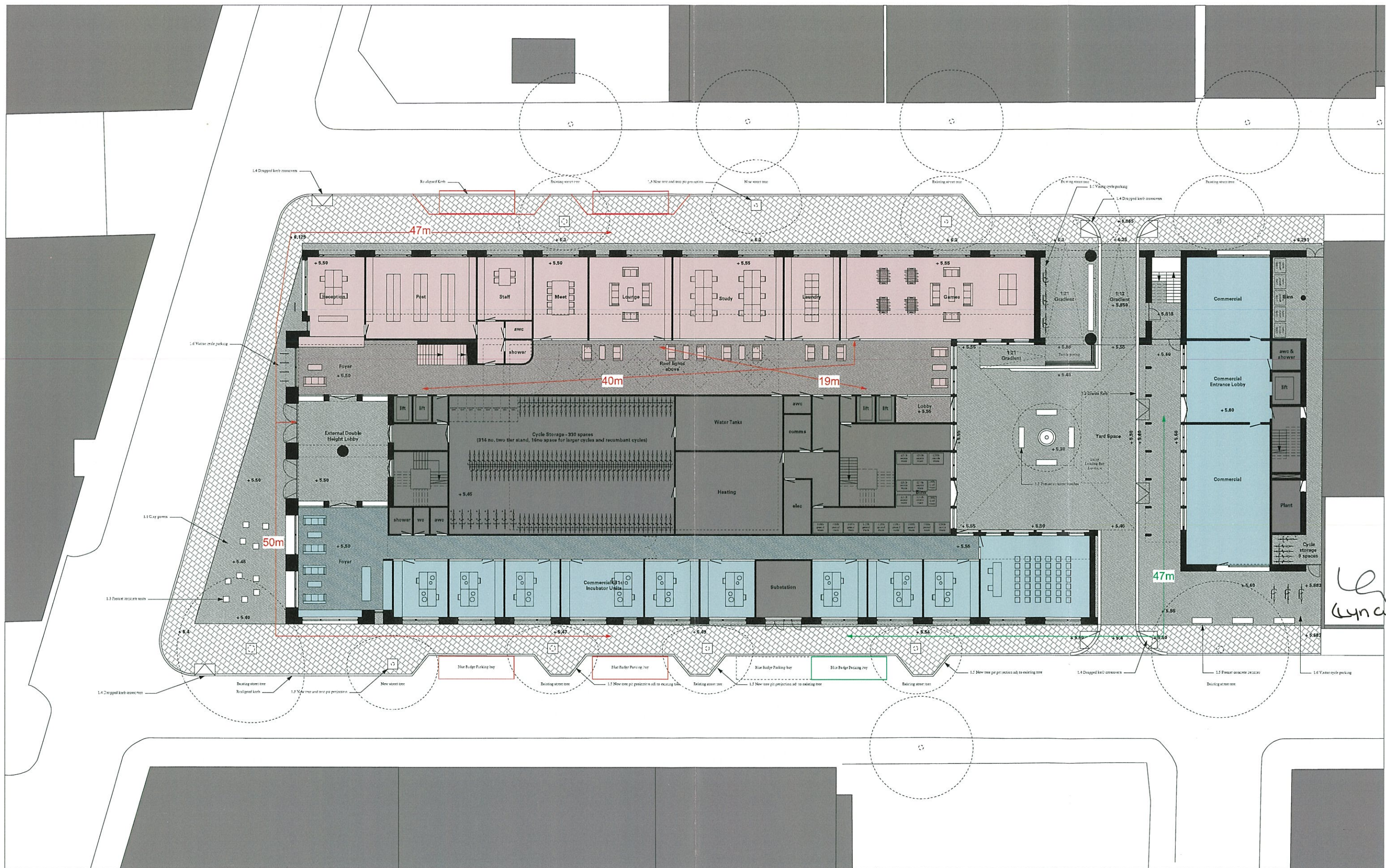
Drawing no.
9_1807_P_100_A

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

architects
Henley
Halebrown

APPENDIX 3

PLAN 3 – HIGHWAY WORKS



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

Materials and finishes:

- 1.0 External Works
- 1.1 Paving - Clay brick pavers Vande Morteel or similar approved - Colour to be
- 1.2 Granite kerbs and steps
- 1.3 Precast concrete bench - Colour to be
- 1.4 Tree Grill
- 1.5 Dropped kerb cross over location
- 1.6 New tree pit projection with basal gravel
- 1.7 Visitor cycle parking

Rev	Date	Reason for issue	Check
A	20.09.19		

Key

ACCESSIBLE DISTANCES
MARKUP
 21.10.19

Title
 Proposed
 Ground Floor Plan

Client
 Future Generation

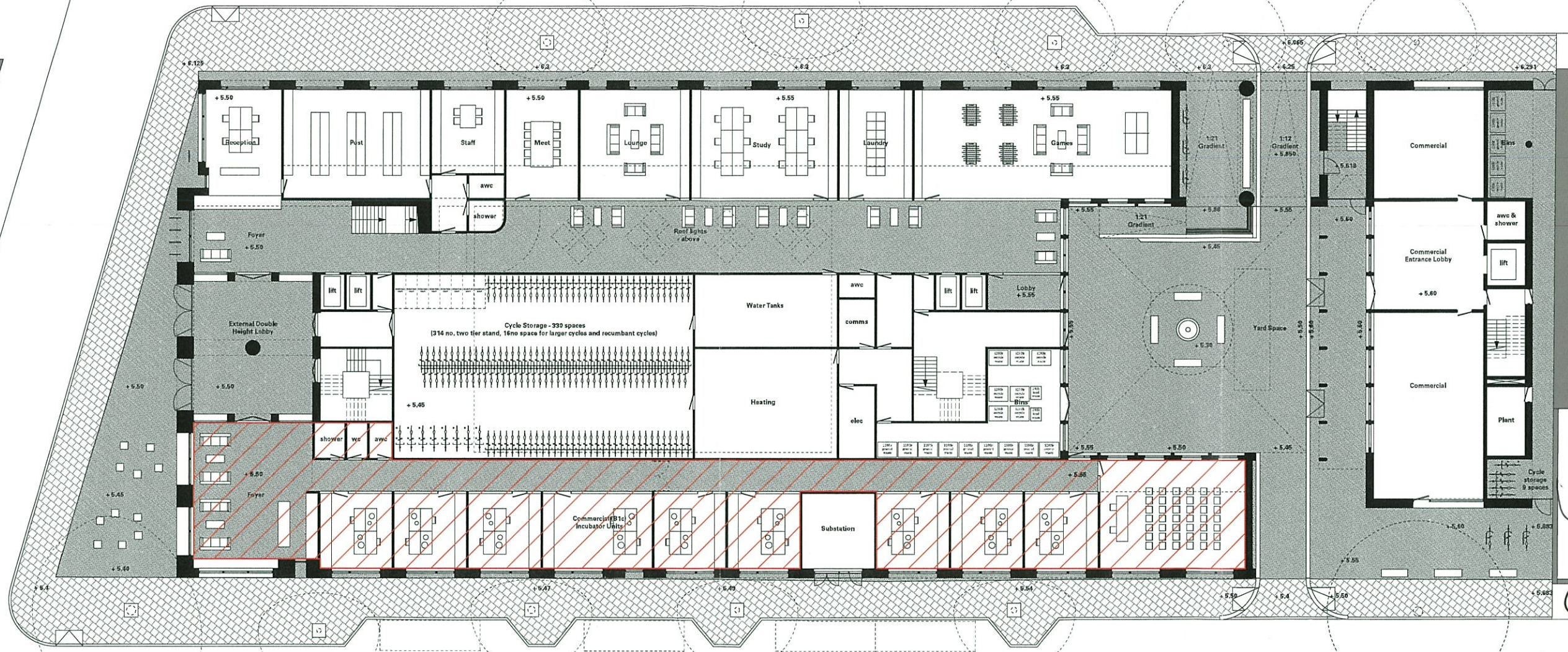
Project
 Stone Road

First Issued	Originator	@A3	@A1	Status
24.04.19	CL	1:300	1:150	I
Drawing no. 9_1807_P_100_A				
21 Perserverance Works 38 Kingsland Road London E2 8JD +44 (0)20 7033 9700 studio@HHbR.co.uk		architects Henley Halebrown		



APPENDIX 4

PLAN 4 – EMPLOYMENT BUILDING



Cynamer

LC

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

Rev. Date Reason for issue Check

Title Proposed Ground Floor Plan Client Future Generation Project Stour Road	First Issued 24.04.19	Originator CL	@A3 1:300	@A1 1:150	Status I
	Drawing no. 9_1807_SK_11				
21 Perseverance Works 38 Kingsland Road London E2 8DD +44 (0)20 7033 9700 studio@HHBR.co.uk		architects Henley Halebrown			

APPENDIX 5
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

Chris Pittock,
Southern Grove Hackney Wick Ltd
5-6 Argyll Street
Soho
London
W1F 7TE

Part I - Particulars of Application

Date of Application: 02-May-2019

Application No: 19/00185/FUL

Proposal: **Application for full planning permission for demolition of existing buildings and mixed use redevelopment comprising construction of a new building ranging in height from five to seven storeys to provide 1,908 sqm (GIA) of commercial space (use class B1c Business), 330 student rooms (279 en suite, 34 shared bathroom, 11 wheelchair accessible and 6 wheelchair accessible studios) (Use Class Sui Generis) provision of B1 yard and podium amenity space, along with public realm improvements, blue bay car parking, cycle parking, refuse/recycling stores and new sub station.**

Location: **Former Truman Brewery, Units 1 - 6, 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:

9_1807_P_001 – Existing Location Plan

9_1807_P_010_A - Proposed Site Layout plan

9_1807_P_100_B - Proposed Ground Floor Plan

9_1807_P_101_A - Proposed 1st Floor Plan

9_1807_P_102_A - Proposed Typical Floor Plan

9_1807_P_106_A - Proposed Top Floor Plan

9_1807_P_107_A - Proposed Roof Plan

9_1807_P_200_B - Proposed Southwest Elevation

9_1807_P_201_B - Proposed Southeast Elevation

9_1807_P_202_B - Proposed Northwest Elevation

9_1807_P_203_A - Proposed Northeast Elevation

9_1807_P_300_B - Proposed Section AA

9_1807_P_301_B - Proposed Section BB

9_1807_P_302_B - Proposed Section CC

9_1807_P_303_B - Proposed Section DD

9_1807_P_304_B - Proposed Section EE

9_1807_P_305_A - Proposed Section FF

9_1807_P_400_A - Elevation Details - Southwest Elevation - Smeed Road

9_1807_P_401_A - Elevation Details - Southeast Elevation - Stour Road

9_1807_P_402_A - Elevation Details - Northwest Elevation - Beachy Road

9_1807_P_403_A - Courtyard - Elevation Details - Southwest Elevation

9_1807_P_404_A - Commercial Block - Elevation Details - Southeast Elevation

9_1807_P_405_A - B1C - Elevation Details - Southwest Elevation

9_1807_P_406 - Courtyard - Elevation Details - Northwest Elevation

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.

4) Phasing of Development

Prior to the commencement of above ground works, a phasing plan requiring details of the sequence of construction and first use of buildings and public realm shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To prevent piecemeal development and to facilitate the early delivery of the north - south pedestrian/cyclist route.

CONSTRUCTION

5) 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.

6) Archaeology

No development, including demolition, 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, including demolition 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, including demolition, shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- A. 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.
- B. The programme for post-investigation assessment and subsequent analysis, publication & 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.

Pre-commencement justification: This pre-commencement condition is necessary to safeguard the archaeological interest on this site. Approval of the WSI before works begin on site provides clarity on what investigations are required, and their timing in relation to the development programme.

7) Demolition and Construction Management Plan

No development, including demolition, hereby permitted shall commence until full details of the proposed demolition and construction methodology, in the form of a Method of Demolition and Construction Statement, have been submitted to and approved in writing by the Local Planning Authority in conjunction with London Borough of Tower Hamlets (Highways). The Method of Demolition and Construction Statement shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Method of Demolition and Construction Statement shall include details regarding:

- a) Hours of work and noise mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) Location and height of any proposed stock;
- d) Deliveries within site, to ensure vehicles not stopping on the highway;
- e) The notification of neighbours with regard to specific works;
- f) Advance notification of road closures;
- g) Details regarding parking, deliveries, and storage (including hours of deliveries);
- h) Details of measures to prevent the deposit of mud and debris on the public highway;
- i) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight.
- j) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- k) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- l) Measures to ensure that cyclists using Cycle Superhighway 2 are not unduly affected by construction traffic;
- m) Any other measures to mitigate the impact of construction upon the amenity of the area (including the Lea Navigation River and areas of adjacent habitat) and the function and safety of the highway network;
- n) Construction Transport Management Plan (CTMP) including measures such as restricting timing of demolition and construction movements (and access/egress to the site) to avoid peak congested hours on the local road network;
- o) Details of routes and access for construction traffic, including lorry holding areas;
- p) Attendance as necessary at the LLDC Construction Transport Management Group (CTMG);
- q) Dealing with complaints and community liaison; and
- r) A scheme for protecting nearby residential and commercial properties from noise and other environmental effects.

No development, including demolition, shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the

approved details. The demolition and construction shall thereafter be carried out in accordance with the details and measures approved in the Method of Demolition and Construction Statement.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the development process.

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

8) Demolition & Construction Dust Monitoring and Mitigation

Prior to commencement of the development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities 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 (or any subsequent revision) and the scheme shall include:

- An air quality and dust risk assessment;
- An air quality dust management plan (which shall include measures for site management, on/off-site vehicle/machinery operation, dust suppression and track-out in order to avoid effects from dust);
- Site monitoring;
- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

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

Reason: To ensure that the construction of the development minimises its environmental impacts and protects local air quality and complies with Policy 7.14 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.

9) Demolition and Construction Waste Management Plan

The development, including demolition, shall not be commenced until a Demolition and 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 demolition and 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 demolition and construction shall thereafter be carried out in accordance with the Demolition and Construction 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 and construction would be appropriately mitigated.

10) Internal and External Plant Equipment

Prior to the commencement of above ground construction works, 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. 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 commencing on site 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, and neighbours.

11) Piling Method Statement

No piling, including impact piling, shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling 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

12) Contamination

No development 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:

1. A scheme of ground investigation, based on the submitted 'Land Contamination – Phase 1 Desk Study' prepared by IDOM Merebrook and dated April 2019 (ref: DS-21756-18-305) describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
2. A contamination risk assessment and remediation strategy report based on the findings of the ground investigation.

Reason and pre-commencement justification: 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 Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

13) Remediation Implementation and Verification Method Statement

No development 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 12), 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 and pre-commencement justification: 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 Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

14) 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 Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

15) Decommissioning of Investigative Boreholes

No development 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 and pre-commencement justification: To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 170 of the National Planning Policy Framework (2019) and The Environment Agency's approach to groundwater protection March 2017 Version 1.0.

16) 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 demonstrating completion of works set out in the remediation implementation and verification method statement (approved under condition 13), 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 Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

WATER USE

17) Surface Water Drainage

Prior to the commencement of the development hereby permitted (with the exception of demolition works above ground level), full details of the proposed surface water drainage, for the demolition, construction and operation phases of the development, shall be submitted to and approved in writing by the Local Planning Authority, and thereafter the development shall be implemented in accordance with the approved details.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

18) Water Supply Infrastructure

No development approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall commence until an impact study of the existing water supply infrastructure shall have been first submitted to, and approved in writing by, the Local Planning Authority (in consultation with Thames Water). The study shall determine the magnitude of any new additional capacity required in the system and a suitable connection point which shall be carried out in accordance with the approved details and installed prior to the occupation of the development and thereafter retained and maintained for the lifetime of the development.

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

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the water supply infrastructure has sufficient capacity to deal with additional demand.

19) Infiltration Drainage

No infiltration drainage or surface water drainage into the ground at the development is permitted other than with the prior express written consent of the Local Planning Authority, which may be given for those parts of the development where it has been demonstrated that there is no resultant unacceptable risk to controlled waters from contamination. The development shall be carried out in accordance with the written approval given

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy 5.13 of the London Plan and Policy BN13 of the Local Plan 2015.

20) Drainage Strategy

Development shall not commence (with the exception of demolition works above ground 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 5.13 of the London Plan and Policy BN13 of the Local Plan 2015.

21) 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 unless than in accordance with the approved Flood Risk Assessment and Safe Refuge Plan Phase 1 Desk Study, The Vogue, Hackney Wick, Southern Grove Hackney Wick Ltd (Idom Merebrook, April 2019, Rev A, ref:DS-21756-18-305) and the 'Stour Road, Hackney Wick' Meinhardt, *issue P06*, dated 09/10/19 and specifically the defects to the flood defence outlined in 'Stour Road, Hackney Wick' Meinhardt, *issue P06*, dated 09/10/19. The mitigation measures detailed in these documents shall be fully implemented prior to occupation, 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.

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 line with Policy S.8 Flood risk and sustainable drainage measures of your Local Plan (2015), and Policy 9.12.3 of the London Plan.

22) Foul Drainage

No development 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).

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the sewage pipe work specifications is sufficient to deal with additional demand.

DESIGN

23) Secured by Design

Before any above ground work (except demolition or excavation) hereby permitted commences, details of 'Secured by Design' measures to be incorporated in the Development, shall have been submitted to and approved in writing by the Local Planning Authority (in consultation with the Metropolitan Police). The details shall demonstrate how the Development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out in accordance with the approved details and the measures shall be retained and maintained for the lifetime of the development.

Reason: To ensure that Developments are safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and London Plan Policy 7.3 safety.

24) Material Samples

Prior to the commencement of construction of the above ground level superstructure hereby permitted a schedule detailing the concrete finish, brick bonding(s) where appropriate and samples of materials and finishes to be used on the external surfaces of the development of the respective building(s) shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the

approved details and the details shall be retained and maintained for the lifetime of the development. The following details are required:

- a) A sample panel(s) of brickwork of not less than 1m x 1m showing mortar mix, bonding and pointing type shall be constructed for the Local Planning Authority to inspect and approve and shall be retained on site until completion of the works, and the brickwork shall be constructed in accordance with the approved panel(s);
- b) Pre-cast concrete;
- c) Lift overruns;
- d) Windows frames;
- e) External doors;
- f) Balustrades;
- g) Privacy screens;
- h) Balconies; and
- i) Rainwater goods.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan 2015.

25) Detailed Design

Prior to the commencement of above ground construction works pursuant to the development hereby permitted, detailed architectural drawings (at scales of 1:5, 1:10 or 1:20 where appropriate) shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details and thereafter the details shall be retained and maintained as such. The following details are required:

- a) Commercial façade treatment details (including ground level entrances and commercial unit frontages): commercial floorspace slab details; elevations and sections through commercial unit frontages, including details of doors, windows and signage and junctions with new pedestrian space as well as canopies, security shutters and areas for signage;
- b) Student accommodation façade treatment details (including elevations facing the internal courtyard): elevations and sections annotated with materials and finishes of all windows (including reveals and sills), entrances, external bin stores, balconies, and balustrades, pipework and parapets; and all openings adjacent to the highways;
- c) Detailed brick elements;
- d) Detailed pre-cast concrete elements;
- e) Windows (including reveal details);
- f) Building entrances (including cycle, plant and refuse stores);
- g) Soffits;
- h) Parapets;
- i) Lift overruns;
- j) Balconies (including soffits and balustrade detailing); and
- k) Privacy screens (including location plans).

Reason: To enable the Local Planning Authority to properly consider and control the development and to be in accordance and in order to ensure a high quality of design and detailing is achieved and to be in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan 2015.

26) Wayfinding Strategy

Prior to first occupation of the development, a Wayfinding Strategy which shall include signage details of the north-south vehicular / pedestrian access through route, including detailing of the intended appearance of signage for all uses on the site, shall be submitted to and approved in writing by the Local Planning Authority. The signage shall thereafter be carried out in accordance with the approved strategy and retained and maintained as such for the lifetime of the development.

Reason: To create a legible development and to facilitate a high quality visual amenity.

LANDSCAPING

27) Landscape Plan

Prior to the commencement of above ground construction works pursuant to the development hereby approved, a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. Detailed drawings at 1:50 and 1:10 of a hard and soft landscaping scheme shall be included showing the treatment of all parts of the site not covered by buildings and roof terrace areas (including wind mitigation measures, boundary treatments, surfacing materials of any, access, or pathways layouts, materials and edge details and material samples of hard landscaping); The submitted details shall demonstrate the following:

- a) No works or development shall take place until full details of all proposed tree planting, and the proposed times of planting, have been approved in writing by the Local Planning Authority, and all tree planting shall be carried out in accordance with those details and at those times. Planting shall comply to BS:4428 Code of practice for general landscaping operations;
- b) Prior to commencement of the development, a Tree Planning Strategy to be submitted for approval by the Local Planning Authority in writing, detailing the findings of an investigation for potential additional street tree planting along the Beachy Road and Smeed Road footpaths, to be undertaken as part of the wider landscape improvement works. The investigation shall include radar scan of footways to detect exact locations of utilities;
- c) An indication of how the trees would integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection;
- d) The quantity, size, species (including invasive non-native species and associated control methods), position and the proposed time of planting of all trees and shrubs to be planted;
- e) Details of landscaping and planting for the amenity spaces and green roofs which should comprise native species that develop under shade;
- f) All landscaping must demonstrate that planting would receive suitable levels of light, moisture and nutrients;
- g) Samples of all external surfacing materials;
- h) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape;
- i) Details of the student courtyard tree columns;
- j) Details of hard landscaping, street furniture, and lighting;
- k) External access details for steps, ramps & thresholds;
- l) Details of any proposed root barrier systems;
- m) Details and location of tables and chairs as well as storage facilities;
- n) How inclusive access furniture is to be provided;
- o) Details of signage;
- p) Details of green and brown roofs and walls, including provisions for maintenance;
- q) Details of biodiversity enhancements (bird and bat nesting boxes etc);
- r) Details of parapet/balustrade and planting buffer around the courtyards and terraced areas; and
- s) Management arrangements for areas of retained landscape, communal planting and soft landscape treatments set out above.

The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice.

If within a period of FIVE years from the date of the planting of any soft landscaping including tree columns is removed, uprooted or destroyed or dies, or becomes, in the opinion of the Local

Planning Authority, seriously damaged or defective, another tree/planting of the same species and size as that originally planted shall be planted in the following planting season.

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

Reason: In order to ensure high quality soft and hard landscaping, in the interests of the ecological value of the site and in the interests of visual amenity and to be in accordance with Policies SP.3 and S.4 of the Local Plan 2015.

28) Ecology

Due to the potential for nesting birds to be present, clearance of the site shall be undertaken outside of the breeding bird season (between March – September), unless nesting birds have been declared absent by a Suitably Qualified Ecologist, with details submitted to and approved in writing by the Local Planning Authority, before any clearance work begins.

Reason: To protect nesting birds from any potential disturbance and to be in accordance with Policy S.4 of the Local Plan 2015.

29) Tree protection

Prior to works commencing on site, including any demolition, details of the means by which any existing trees are to be protected from damage by vehicles, stored or stacked building supplies, waste or other materials, and building plant or other equipment shall be submitted to and approved in writing by the Local Planning Authority, and the protective measures shall be installed and retained throughout the period of the works in accordance with any such approval given and protective fencing must not be moved or removed without the explicit written permission of the Local Planning Authority. Within the protected area, no fires may be lit, no materials may be stacked or stored, no cement mixers or generators may be used, no contractor access whatsoever is permitted without the explicit written permission of the Local Planning Authority under the supervision of the developer's appointed Arboriculturalist. Within the protected area, any excavation must be dug by hand and any roots found to be greater than 25mm in diameter must be retained and worked around.

In this condition 'retained tree' means an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 1 year from the date of the occupation of the building for its permitted use.

- (a) Details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development;
- (b) All retained trees on-site should be fully protected in accordance with 'BS 5837 2012 Trees' in relation to design, demolition and construction (BSI, 2012)), where trees are to be replaced they shall be replaced with trees of local provenance and size in accordance with a scheme which shall be submitted to the Local Planning Authority for approval in writing in advance, and shall be accompanied with an arboricultural method statement;
- (c) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with British Standard 3998 (Tree Work);
- (d) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority; and
- (e) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation take place therein.

Reason: To ensure the retention of, and avoid irrevocable damage to, the retained trees on the site that represent an important visual amenity to the locality and the wider surrounding area.

Pre-commencement justification: These details are required prior to works taking place on the site to ensure that existing trees to be retained would be adequately protected and would not be harmed by demolition or construction works.

TRANSPORT

30) Cycle Storage- details to be submitted

The development shall not be occupied until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both student accommodation and commercial elements) and on site changing facilities and showers (for the commercial element) for the respective area of land 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 retained and maintained for the life of the development and 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 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

31) Electric Charging Provision

Prior to the commencement of ground floor construction works, details of electric vehicle charging provision shall be submitted to and approved in writing by the Local Planning Authority. The provision shall thereafter be installed prior to first use, and retained, maintained and operated in accordance with the approved details.

Reason: To promote sustainable transport.

NOISE

32) 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 demonstrating compliance with 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 are not adversely affected by excessive noise from environmental and transportation sources in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

33) 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.

34) 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 best practicable means are used to reduce noise generated by construction in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

MANAGEMENT

35) Delivery and Servicing Management Plan

The development shall not be occupied until a delivery and servicing management plan (DSMP) detailing how all elements of the development 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.tfl.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 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 6.11 of the London Plan and Policy T4 of the Local Plan 2015.

36) Waste and Recycling Management

Prior to the first occupation of the development hereby permitted, details of waste and recycling storage for the development 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.

37) 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.

Reason: To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers.

38) Estate Management

Prior to occupation of the development, an Estate Management Plan 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.

39) Wheelchair Accessible Student Accommodation

No occupation of the development hereby permitted shall take place except in accordance with a detailed scheme to be submitted and approved in writing by the Local Planning Authority, which shall provide: five per cent of the student accessible accommodation (in compliance with Part M4(3) of the Building Regulations); including any communal areas, including courtyards, and accesses serving the M4(3) compliant Wheelchair User units in compliance with Part M4(3); and all other student units, communal areas, including courtyards, and accesses hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations. The approved details shall be implemented, retained and maintained thereafter.

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

SUSTAINABILITY

40) BREEAM

There shall be no occupation of the commercial premises hereby approved, until 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 'very good' rating has been 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.

Before the first occupation of the commercial use hereby permitted, a certified Post Construction Review (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 5.2, 5.3 and 5.6 of The London Plan and Policies S2 and S4 of the Local Plan 2015.

41) Renewable energy

The development shall not be occupied until it has been constructed in accordance with the submitted Energy Strategy Report prepared by Elementa and dated April 2019 (ref 510144) 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 Policy 5.2 of The London Plan and Policies S2 and S5 of the Local Plan 2015.

42) 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.

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.

43) 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 the development and shall thereafter be permanently retained and maintained to the satisfaction of the Local Planning Authority.

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

44) 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 to ensure that the air supplied to the building does not exceed the relevant ambient air quality objectives and will comply with relevant building regulations. The development shall be thereafter carried out in accordance with the approved details prior to first occupation, and the mitigation measures permanently retained and maintained as part of the development.

Reason: To ensure that the development is appropriately ventilated and achieves a suitable level of internal air quality.

45) Fire Strategy

Prior to commencement of above ground works, a Fire Strategy prepared by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority

(in consultation with the Local Authority Building Regulations Inspector or an Approved Inspector). The strategy shall detail how the proposed development would function in terms of:

- the building's construction: methods, products and materials used; and
- access for fire service personnel and equipment: how this would be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, including sprinklers, and the ongoing maintenance and monitoring of these.

The strategy shall be implemented prior to first occupation in accordance with the approved details and permanently retained and maintained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with London Plan Policy D11.

46) Prior to commencement of superstructure works, drawings showing the installation of fire evacuation lifts for each building core shall be submitted 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 Policy 7.2 and the Mayor's intend to publish London Plan Policies D3 and D12.

47) Overheating

Before the construction of the façades of the development hereby permitted, an assessment of internal temperatures shall be submitted to and approved in writing by the Local Planning Authority, demonstrating that passive measures to reduce overheating have been incorporated in line with the cooling hierarchy outlined in the Local Plan 2015. The assessment shall be carried out in line with the methodologies outlined in CIBSE TM49 and TM52 and 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 facades, provision of ventilation; and internal layout. Following approval of the mitigation measures the building shall be constructed in accordance with the approved details prior to first occupation and retained and maintained in accordance with this condition thereafter.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity, in accordance with Policies S.4 and S7 of the Local Plan 2015.

PERMITTED DEVELOPMENT

48) 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 B1c 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.

49) Advertisements – Restrictions

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) (England) Order 2007, no external advertisements are permitted to be displayed as part of the development without the prior written consent of the Local Planning Authority.

Reason: To protect the external appearance and design quality of the development.

50) 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.

INFORMATIVES

- 1) This planning application has been assessed against current planning legislation only. The applicant (or any subsequent owner or developer) is therefore reminded that the onus of responsibility to ensure the development meets current fire safety regulations lies fully with them and that they are legally obliged to obtain the relevant Building Regulations consent.
- 2) With regard to condition 45 (fire strategy) the following is noted in relation to the development's design:

The internal layouts of the bedroom clusters should achieve safe and adequate means of escape arrangements.

Smoke control provision, particularly to the escape stairs, is to be agreed with the Approvals Authority and the Fire and Rescue Service.

The adoption of an external escape stair should be subject to the agreement of the Approvals Authority.
- 3) With regard to condition 6 written schemes of investigation would need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice 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.
- 4) Thames Water informatives
- 5) LB Tower Hamlets Health and Safety information informatives

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: DRAFT

A Hollingsworth

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

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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

